

DISCLAIMER

All Users should read the Disclaimer Terms and Conditions set out below before accessing and using this Website. By accessing and using this Website you agree to be bound by the Terms and Conditions set out below. If you do not wish to be bound by these Terms and Conditions you should not access or use the Website.

1. Definitions

"Agreement" means these terms and conditions under which you agree to be bound in the event you access or use this Website;

"Vision Payroll" shall mean Vision Payroll, and any of its principals, agents, associates, employees, officers, directors, trustees, beneficiaries, successors, assigns, or any other related or associated party, whether disclosed or not;

"Disclosed Information" means any and all material disclosed by the User;

"Information" means any and all material contained in this Website which is delivered by or on behalf of Vision Payroll or any associates thereof;

"Third Party Material" means any material contributed by a third party being any party other than Vision Payroll including without limitation Disclosed Information which shall include advertisements and promotional materials;

"Unacceptable Content" means any material of any nature whatsoever which:

(i) is defamatory, libelous, obscene, in contempt of court or in contravention of any statute or regulation; or (ii) infringes the rights of any third party; or (iii) promotes violence or discrimination based on race, sex, religion, national origin, physical disability, mental disability, age or which promotes illegal activities; or (iv) contains viruses, worms, trojan horses, or any other device that may be used to access and/or modify, delete or damage any data files or other computer programs;

"User" means you, the Website user whether in a personal or corporate capacity or otherwise;

"Website" means this website including all content and any Information, Disclosed Information, or Third Party Material.

2. Website Content

The Website and all content herein is owned by, or licensed to, Vision Payroll its associates, assignees, licensees or sub-licensees thereof. The copyright and any other

intellectual property rights in the text, artwork, graphics and images on the Website shall be owned by Vision Payroll except where attributed to another party.

3. User's Obligations

The User agrees:

3.1 that it will only use the Website for its own private purpose;

3.2 that it shall not use, alter or interfere with the Website other than as expressly permitted in this Agreement and without limitation it shall, and it shall not authorize any third party to perform any actions or authorize any third party to perform any actions which could interrupt, reproduce, store, retransmit, publish, damage, render less efficient, corrupt or in anyway alter the Website;

3.3 to ensure the Disclosed Information and its use of the Website does not contain or constitute Unacceptable Content;

3.4 that it shall not use the Website to transmit any material for the purposes of publicity, promotion and/or advertising without the prior written consent of Vision Payroll;

3.5 that in the event it has any complaint, right, claim, or action against any other User or other third party arising out of the use of the Website it shall notify Vision Payroll of such complaint, right, claim and/or action but shall pursue such complaint, right, claim or action independently of and without recourse to Vision Payroll unless Vision Payroll requests the user to do otherwise do so;

3.6 to agree that all intellectual property rights (including without limitation copyright, trade marks and all other rights) whatsoever in the Website shall remain vested in Vision Payroll at all times;

3.7 to acknowledge that Vision Payroll has no obligation to provide the Website or to ensure the User is able to use and/or access the Website;

3.8 to acknowledge and understands the exclusion of liability and disclaimer provisions contained in Section 4;

3.9 to indemnify and keep indemnified Vision Payroll against all claims, liabilities, damages, costs and expenses including legal fees (on a solicitor and own client basis) arising out of any breach or misuse of the Website and/or of the User's obligations under this Agreement.

4. Exclusion and Disclaimer of Liability

4.1 Vision Payroll provides the Website on an "as is" basis and makes no warranty or representation about the availability, completeness, accuracy, satisfactory quality, merchantability and/or fitness of the same for a particular purpose. Without limitation, Disclosed Information and Third Party Material have not been reviewed by Vision Payroll, and any information submitted or any reliance placed on the same is entirely at the risk of the User.

4.2 Further, Vision Payroll makes no warranty or representation about; (a) the reliability or technical efficiency of the Website; (b) the security measures (if any) contained in the Website and in particular the protection afforded to any Disclosed Information or other information and data; (c) the suitability of the Website or any of the Websites which may be accessible from the Website.

4.3 Vision Payroll excludes all liability (so far as is permitted by law) including without limitation in respect of; (a) any material, data, or websites which can be accessed from the Website and any reliance which is placed on the same; (b) any opinions and expressions made by third parties which can be accessed via the Website or which are contained in the Website; (c) any damage to the User, third parties, the Users' computer hardware, software, or other material or equipment resulting from the User accessing or using the Website.

4.4 Vision Payroll shall not be liable for any indirect or consequential loss or damage howsoever caused arising out of or in connection with this Agreement.

5. Termination

Vision Payroll shall have the right to terminate this Agreement and/or suspend or terminate the Users license and/or the Website immediately and without notice to the User. In the event of termination or suspension the warranties and obligations of the User shall continue to apply beyond the lifetime of this Agreement.

6. Data

The User agrees that any Disclosed Information or other data including without limitation the User's name, address, location and other relevant information relating to the User can be used by Vision Payroll in any manner it sees fit.

7. Amendments to Terms and Conditions

Vision Payroll reserves the right to change and amend these Terms and Conditions from time to time. The User's continued use or access of the Website after such change or amendment shall be deemed to confirm the User's acceptance of any such change or amendment. It is the User's responsibility to check these Terms and Conditions regularly to determine whether any such amendment has been made. If the User does not wish to be bound by any revised Terms and Conditions it should stop using and accessing the Website.

8. Confidentiality

The User agrees with Vision Payroll that it will treat as confidential the terms of this Agreement together with all information (including without limitation the Disclosed Information and the Information) whether of a technical or commercial nature or otherwise relating in any manner to the business of Vision Payroll as may be communicated to it hereunder or otherwise in connection with this Agreement (including without limitation in connection with accessing the Website) and will not disclose such information to any person, firm, or company and will not use such information other than for purposes of this Agreement subject to any prior specific authorization in writing by Vision Payroll of such disclosure or use. This obligation shall endure beyond the termination of this Agreement without limit in point in time except and until any confidential information enters the public domain otherwise than through default of the party receiving the same.

9. Severability

If any provision of this Agreement shall be prohibited by or adjudged by a Court to be unlawful, void, or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

10. No waiver

No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right power privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement.

11. Assignment

Vision Payroll may freely change, license, transfer, assign, or otherwise dispose of any of its rights or obligations hereunder. The User shall not be entitled to charge license transfer assign or otherwise dispose of any of its rights or obligations hereunder without the prior written consent from Vision Payroll.

12. Entire Agreement

This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all of the parties to this Agreement.

13. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Massachusetts.