



Terms of Use for ADP Small Business Services, HR HelpDesk Promotion

ADP's Small Business Services is pleased to offer our valued accountants access to the ADP Small Business Services HR HelpDesk for a limited time during the 2021 tax season. To participate in this offer, accountants must meet with an ADP Sales Associate to complete their enrollment in the promotion. Accountants (hereafter "You" or "HelpDesk Users") must agree to the following Terms of Use ("Terms") before they are provided with access to the HR HelpDesk.

1. **Restrictions on Use.** Your access to the ADP Small Business Services HR HelpDesk is specifically provided through Your relationship with ADP or through Your relationship with ADP. You agree to use the HR HelpDesk for reference only and for the benefit of Your Company.
2. **Limited Time Offer.** You understand that access to the HR HelpDesk is a limited time offer, from March 1, 2021 to April 30, 2021 (the "Offer Period"). After April 30, 2021, You will no longer have access to the HR HelpDesk unless you qualify and become an ADP Small Business Services client and purchase this service.
3. **Legal Disclaimer.** The HR HelpDesk provides practical information concerning the subject matter covered. The HR HelpDesk does not provide legal advice. Your access to the HR HelpDesk is provided with the understanding that ADP's HR HelpDesk does not render legal advice or other professional services. While every effort is made to provide current information, the law changes regularly and laws may vary depending upon the state or municipality. The information provided by the HR HelpDesk is made available for informational purposes only and is not a substitute for legal advice or your professional judgment. You should review applicable law in your jurisdiction and consult experienced counsel for legal advice.
4. **Responsibility for Compliance with Laws.** Access to the HR HelpDesk is designed to assist you with HR best practice information. You are responsible: (i) for Your compliance with all laws and governmental regulations affecting Your business and (ii) for any use You make of the HelpDesk in assisting you with understanding such laws and governmental regulations. You will not rely solely on use of the HR HelpDesk in complying with any laws and governmental regulations. Many states have certain requirements and state laws vary. It is Your responsibility to ensure You are compliant with state and all other applicable laws.
5. **Indemnification.** By using the HR HelpDesk, You assume all responsibility for and risk arising from Your use of and reliance upon the information provided. You agree to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to Your use of the HR HelpDesk.
6. **Intellectual Property Rights.** All right, title and interest to all intellectual property provided by the HR HelpDesk shall remain exclusively with ADP. No license or other right of any kind is granted to You by ADP's furnishing You with access to the HR HelpDesk. You shall not use ADP's copyrights, trademarks, trade names or other intellectual property in any way.
7. **Termination.** If You fail to comply with these Terms of Use ADP may terminate Your access to the HR HelpDesk immediately. Notwithstanding the foregoing sentence, ADP may in its sole discretion terminate the Accountant Select Client HR HelpDesk limited time offer at any time during the Offer Period.