

Visiam, LLC

TERMS & CONDITIONS AND PRIVACY POLICY

This web site and web-based tools are owned and operated by Visiam, LLC (“Visiam”). You can contact us for any reason at the following:

Visiam, LLC  
481 Hwy 105, PMB #153  
Monument, CO 80132

Visiam operates this web site as a mechanism for collecting and communicating employment-related and human resources information. Generally, that information is collected and communicated pursuant to an agreement between Visiam and its clients who contract to provide certain human resource operations and related services to companies with employees. Visiam’s clients and the companies and employees those clients service (“Users”) may use Visiam’s web site and web-based software tools to store, modify and/or retrieve human resource-related information that may be specific to an employer or an employee.

Waiver and Release of Liability. Users understand and agree that Visiam is facilitating the collection and communication of employment and human resources information pursuant to an agreement between Visiam and its clients. In turn, Visiam’s clients may have contracted with employers to provide certain human resources functions using tools and processes purchased from Visiam. Visiam is not an agent, employee or business partner of the clients or the employers. Users accept all risk for use of the Visiam web site and web tools and agrees to hold Visiam harmless against any and all claims resulting from use of the web site and web tools, whether such claims arise from User’s negligent or intentional acts or omissions (including injury to persons and damage to property) or the negligent or intentional acts or omissions of a third person.

Dispute Resolution. Either Party – Users or Visiam -- may give notice to the other of a dispute under this Agreement, request resolution of the dispute, and will cooperate in good faith to resolve the dispute. If within ten (10) business days of such notice, such dispute shall not have been settled, either Party may submit the dispute to mediation. If the dispute persists beyond the conclusion of mediation, the Parties will resolve the dispute through binding arbitration. If there are disputes about who may be mediators or arbitrators, the Parties will each propose a mediator and/or arbitrator and select the mediator or arbitrator through a random drawing.

Governing Law. These Terms and Conditions are governed by the laws of Colorado.

Ownership of Intellectual Property. Visiam exclusively retains title to and ownership of the web site and web-based tools residing on this site (“Technology”) all intellectual property rights, title and interest in any ancillary or derivative product or code developed by Visiam. The Technology is protected by copyright laws and international treaty provisions. Users hereby assign to Visiam and agrees to timely inform Visiam of any invention, improvement, idea, know-how (whether or not patentable) or other intellectual property rights that are conceived, learned or reduced to practice in the course of performance under this Agreement related to the use and operation of the Technology. Users retain all rights, title, interest, and intellectual property in and to any temporary data stored or transmitted via Visiam’s hosting service.

Limitations of Liability. (a) Visiam recognizes that the information in files created by Clients may be confidential, personal information. Visiam will make commercially reasonable efforts to safeguard the security of information on its servers and to protect it from unauthorized disclosure. (b) Users shall ensure that their equipment and software are fully updated with the latest security patches and free of viruses, worms, trojan horses, screen image capture software, keystroke loggers and other items of a malicious nature including any files transferred from Users’ machines to Visiam’s servers. Users also agree to make reasonable efforts to safeguard unauthorized disclosure of User ID and passwords to avoid unauthorized disclosure of sensitive data or unrecoverable data loss. Users are responsible for all costs and liability associated with these efforts including software and hardware updates, user education, and compliance.

## COMMITMENT TO YOUR PRIVACY

Your privacy on the Internet is important to us. Because we gather certain types of information about those who use our web site, we want you to fully understand the terms and conditions surrounding the capture and use of that information. This privacy statement discloses what information we gather and how we use it.

## INFORMATION VISIAM GATHERS AND TRACKS

The primary reason that we collect and maintain Customer Information and other Personally Identifiable Information is to serve Users and administer our customer relationships. VISIAM may collect Customer Information and other Personally Identifiable Information from a variety of sources, such as the following:

- Information Users provide to us, such as information Users provide to us in registration processes;
- Information we receive from a client that purchases subscriptions for Users;

- Information about transactions by Users as part of the use of Visiam's web site and web-based tools, such as the information we receive when a User submits a question through a search box;
- Registration information -- in order to use our web site and web-based tools, each User may be asked to complete a registration process, which requires providing certain registration information to VISIAM.
- Credit card information -- we collect credit card information for billing purposes, but we do not store, use, or share credit card information for any other purpose
- Log file information -- we may track information about each User's usage of the web site and web-based tools in log files. We may use this information as follows: (1) to analyze trends; (2) to administer and track the web site and use of the web-based tools; and, (3) to gather broad demographic information for aggregate use. VISIAM may link information regarding a User's use to the User's Personally Identifiable Information.
- Cookies -- A cookie is a piece of data stored by each User's browser that contains information about the user of a computer. Cookies help Web sites recognize return visitors. When you return to a Web site you visited before and that Web site uses cookies, your browser gives this data back to the Web site's server. Cookies do not contain viruses and most cannot reveal any Personally Identifiable Information about you unless you willingly provide it. Information about cookies is available at [www.cookiecentral.com](http://www.cookiecentral.com). You can set your browser to reject or to accept cookies. Visiam may: (1) place a cookie on the mass-storage of a User's computer to facilitate use of the web site and web-based tools; and, (2) store your User ID in a cookie to make your experience with the web site more efficient, such as eliminating the need to log in more than once.
- Message boards -- Users of the web site's message boards may have to register separately for these services in order to post messages, and such registration may require the user to supply a username, password, and e-mail address.
- Surveys and Promotional Activities -- From time-to-time VISIAM may request information from Users via voluntary participation in promotional or market research activities and may request contact information (such as name and business address), and demographic information (such as zip code and age level).
- Children -- Consistent with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly request personally identifiable information from anyone under the age of 13 without requesting parental consent.

## USE AND SHARING OF INFORMATION

- General Use. We may use and share the Customer Information and other Personally Identifiable Information that we collect among various departments within VISIAM and its subsidiaries and vendors that perform functions such as servicing User accounts, preparing reports regarding product use, market research, and promotional activities. The reasons that we share this Customer Information and other Personally Identifiable Information include the following:
  - To protect Users by helping us prevent unauthorized persons from accessing Customer Information and other Personally Identifiable Information.
  - To help us identify Users.
  - To provide superior service and to respond quickly and efficiently to Users' needs.
  - To tell you about new or enhanced services and/or products.
- E-mail Updates. After a User completes the registration process, VISIAM may keep the User updated by e-mail on important news and events concerning the VISIAM web site and web-based products, and other information that VISIAM deems relevant. By accepting this Privacy Policy and by using the web site, each User agrees that VISIAM may contact the User by e-mail with respect to VISIAM and its web site and web-based products.
- Sharing Information. Generally, Visiam will not share Customer Information or Personally Identifiable Information with third parties. We reserve the right to share Customer Information and other Personally Identifiable Information with:
  - (1) other third parties that perform services on our behalf, such as companies that help us market Products, renew subscriptions, or assist new customers, data centers that host our servers and technical system consultants who program our hardware and Software;
  - (2) the Client who purchased the User's subscription or authorized a User's use of Visiam's web site and web-based tools;
  - (3) government agencies and consumer reporting agencies as permitted or required by applicable law and to the extent we believe, in good faith, that we are legally compelled to do so -- VISIAM may make these disclosures for specific, limited purposes, such as verifying individuals' identities (reducing fraud and identity theft);

- Policies Regarding Information About Former Customers. We reserve the right to remove Customer Information and other Personally Identifiable Information about former Customers from our records.
- Links to Third Party Web Sites. The VISIAM Privacy Policy applies solely to Visiam’s web site and web-based tools, not to third party web sites that may be found on and/or linked to Visiam’s web site. We also reserve the right to share a User's Customer Information and other Personally Identifiable Information in the manner described in Section 6 of this Privacy Policy.

## INFORMATION CONFIDENTIALITY AND SECURITY

- Security Programs. No one can guarantee that data transmission over the Internet will be 100% secure. VISIAM has taken technical, administrative, and physical steps to protect against unauthorized access to Customer Information and other Personally Identifiable Information used to administer its customers’ accounts. All such information is handled securely within VISIAM and is not disclosed to unauthorized third parties.
- User IDs and Passwords. Each User is responsible for maintaining the confidentiality of his or her User ID and password, and is responsible for all activities that occur under his or her User ID and password, including, without limitation, all related Customer Information and other Personally Identifiable Information. Each User agrees to immediately notify VISIAM of any unauthorized use of his or her User ID or password or of his or her Customer Information and other Personally Identifiable Information or any other breach of security regarding the use of the web site and web-based tools using his or her User ID and password. VISIAM will not be liable for any loss whatsoever arising from a User's failure to comply with these security requirements and each User agrees to hold VISIAM harmless from any and all Losses that arise from that failure to so comply.

## DEFINITIONS

- “Customer Information” means any information about a Customer, its employees, contractors, suppliers, licensors, agents, distributors, and others who have any business or personal relationship with such Customer, that (i) VISIAM has an obligation to keep confidential or use for limited purposes or (ii) VISIAM has any legal obligation to keep confidential or use for limited purposes, including under the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, any laws regarding invasion of privacy, or other privacy laws. “Customer Information” does not include publicly available information.
- “Personally Identifiable Information” means information that can be used to identify or locate a Person, including, but not limited to, e-mail address, name, street address, phone

number, fax number, credit card number, Social Security number, and tax identification number.

## YOUR CONSENT

By using this site, you consent to the terms and conditions described above and Visiam's Privacy Policy. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

[I Agree]