

# ACUPAYROLL

## Terms and Conditions

These terms and conditions apply to all services rendered to Client by *AcuPayroll*. By submitting payroll information to *AcuPayroll* for process and requesting *AcuPayroll*'s services, Client agrees to be bound by these Terms and Conditions.

**Services.** Client hereby authorizes *AcuPayroll* to prepare and complete payroll processing, payment services and tax reporting information which includes direct deposit and manual checks drawn on certain identified financial accounts, electronic and manual payment of all payroll taxes, and the preparation of various tax documents.

Every Payroll Period – *AcuPayroll* will be provided with hours and employee information. *AcuPayroll* will process the payroll and send Client the following (as applicable): Payroll checks with envelopes / Employee earnings statement / Pay register / Department summary / General Ledger summary / Time Sheets

Quarterly – *AcuPayroll* will process and send to Client the following reports: 941 federal quarterly return / 940 FUTA tax deposit (as required) / K-CNS-100 state quarterly return / Detailed employee earnings summary / Detailed earnings summary by company

Yearly – *AcuPayroll* will process and send the following reports: Federal and state W-2s / W-3 recap of federal withholding / 940 federal unemployment return / KW-3 state return

Services may be added to or removed from this list after written notice to Client at the discretion of *AcuPayroll*. Some services are for additional fee, see current price list.

**Additional *AcuPayroll* Services.** Additional services are available to Client upon request and payment of additional fees. Such additional services include, but are not limited to: initial payroll setup to be quoted after initial requirements meeting; quarterly processing; combined company quarterly; quarterly tax reports for states other than Kansas; year end W-2s with envelopes and stuffing; delivery/postage/UPS per payroll; per check stuffing, inserts and signing; direct deposit; W-2 reprint; payroll re-run; 1095 forms; electronic filing of tax deposits; internet pay statements; extensive data entry / summarizing of data, research, special reports or filling out forms such as workman's compensation, DOL reports, child support or court withholding; special request / reports requiring programming.

**Rates and Fees.** *AcuPayroll*'s rates and fees will be based on our standard rates, which will vary according to the frequency of payroll, the number of payroll checks produced and the additional services requested.

**Payment.** Invoices for services rendered will be submitted monthly and are due upon receipt.

**Accuracy of Client Information; Client Review of Reports.** All services provided by *AcuPayroll* will be based upon information provided to *AcuPayroll* by Client, including proof of federal, state and local tax identification numbers, employee names, addresses, Social Security numbers, amounts of payments, dates of payment, identification of accounts into which funds are to be deposited to pay Client's employees, payroll, benefits, human resources and other similar information provided by Client. Client represents that it has verified the identity of each of its employees to whom it will make payments using *AcuPayroll*'s services through appropriate documentation provided by each employee (e.g. I-9 documentation) and Client will maintain such documentation during the time in which each such employee receives payments. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client information. Upon receipt of records and reports from *AcuPayroll*, client will promptly review all such records and reports for validity and accuracy according to Client's records and Client agrees to promptly notify *AcuPayroll* of any discrepancies and will make every effort to notify *AcuPayroll* before *AcuPayroll* distributes any paychecks, commences direct deposits, or otherwise relies on any such records or reports.

**Source of Funds and Payment.** The Client shall designate a commercial checking account (the Payroll Bank Account") and shall maintain therein available funds in an amount sufficient to cover all of the Client's gross payroll and fees. It is imperative that the employer maintain sufficient funds in the Payroll Bank Account on the date of payroll to cover net payroll, payroll taxes and other payments agreed to be made by *AcuPayroll* including wage deduction payments and employer matching benefit payments.

**Authorization.** The Client authorizes *AcuPayroll* to (a) initiate debit or credit entries to its Payroll Bank Account for the applicable charges related to the services provided by *AcuPayroll* (b) send or transmit to the bank a credit entry to the account of an employee to effect a payment from the Client to the employee; and / or (c) send or transmit a debit entry to the employee's account in order to effect a payment from the employee to the Client or cover any shortfall.

**Exclusion of Warranties.** *AcuPayroll* makes no representations or warranties except as expressly stated herein and all other warranties, express or implied are hereby specifically excluded.

**Limitations of Liabilities.** *AcuPayroll* will not be liable for any damage or loss (including, but not limited to, liabilities, costs, attorney's fees, professional fees and expenses) to the Client of its employees arising out of its acts or omissions or those of the Client or its employees or any third parties. In no event shall *AcuPayroll* be liable for incidental or consequential damages even if *AcuPayroll* has been advised of the possibility of such damages. In no event shall *AcuPayroll*'s total liability to the Client or its employees pursuant to any claim arising out of or relating to these Terms and Conditions or the transactions covered hereby (whether in contract or tort) exceed the dollar amount of the official check(s) and or voucher(s) on which the claim is based.

**Indemnification and Hold Harmless.** Client agrees to indemnify *AcuPayroll*, its employees and agents, and to hold them harmless from all loss, damages and expenses (including reasonable attorneys fees) in connection with any claim which may arise out of or as a result of these Terms and Conditions or the performance of *AcuPayroll*, including, without limitations, any claim arising out of the use of information furnished by Client and against any loss, liability, claim, damage or exposure arising from or in connection with any action, proceedings or claim made or brought against *AcuPayroll* by any bank with whom Client maintains an account for any incorrect transfer *AcuPayroll* may make to such account as a result of an error or omission by *AcuPayroll* in performing services to the extent it was the result of information provided by Client.

**Independent Contractors.** *AcuPayroll* and Client agree that each is acting independently of the other, they are not partners nor joint-ventures and that neither is an agent or employee of the other.

**Dispute Resolution.** All disputes under these Terms and Conditions shall be settled by non-binding arbitration before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association with costs to be split between the parties. Arbitration may be commenced at any time by any party hereto by giving written notice to the other party that such dispute has been referred to arbitration.

**Attorney Fees.** If either party brings a suit against the other party for breach of any of these Terms and Conditions the non-prevailing party shall be responsible for all attorney fees.