

Service Guarantee.

The provisions of this "Service Guarantee" are as follows:

If you are a TruPayroll client in good standing and receiving Services, have paid TruPayroll (or caused TruPayroll to be paid) all proper fees for those Services, and have fully complied with your obligations as a client of TruPayroll, and you nevertheless are dissatisfied with any element of the services provided to you by TruPayroll because of a failure or defect in the Services, TruPayroll will refund you your payment in full provided that:

- ☐ You notify TruPayroll within thirty (15) days of the date services were rendered;
- ☐ You execute any documents TruPayroll reasonably requires;
- ☐ You fully cooperate with TruPayroll in any remediation process, including, but not limited to, providing TruPayroll with copies of all available investigation files from any institution, including, but not limited to, banks, credit institutions, or law enforcement agencies relating to the search.
- ☐ You agree that TruPayroll will not pay or be obliged as to any costs or expenses other than as described in this Service Guarantee, including without limitation fees of any service providers not retained by TruPayroll;
- ☐ You agree that TruPayroll reserves the right to investigate any asserted Service Guarantee claim to determine its validity; and
- ☐ You agree that TruPayroll will not make payments to you for any loss or liability you may incur.

THE FOREGOING SERVICE GUARANTEE STATES THE ENTIRE OBLIGATION OF TRUPAYROLL AND YOUR ENTIRE REMEDY FOR ANY FAILURE OR DELAY IN ITS PERFORMING SERVICES. EXCEPT AS SET FORTH IN THIS GUARANTEE, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. TRUPAYROLL HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY, ARISING FROM COURSE OF DEALING, USAGE OR TRADE, AND INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. Some jurisdictions do not allow certain limitations of warranties so the foregoing may not apply to you.

DUE TO NEW YORK STATE AS WELL AS CALIFORNIA LAW RESTRICTIONS, THE SERVICE GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK AND OR THE STATE OF CALIFORNIA.