



PDS Employee Self Service – ONLINE TERMS OF USE

Welcome to the PDS Tech, Inc. website (the “Site”). The Site is maintained by PDS Tech, Inc. and its contractors.

The terms and conditions set forth below (the “Terms of Use”) govern your use of the Site, and are legally binding on you.

REVISED OCTOBER, 2013

THIS AGREEMENT GOVERNS YOUR USE OF THE www.pdstech.com WEB SITE AND THE CONTENT, INFORMATION AND SERVICES PROVIDED THROUGH THE WEB SITE. IT EXEMPTS PDS TECH, INC. AND OTHER PERSONS FROM LIABILITY OR LIMITS THEIR LIABILITY AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ. IF YOU DO NOT AGREE TO BE BOUND BY EACH PROVISION OF THIS AGREEMENT, YOU MAY NOT USE THIS WEB SITE.

EACH TIME YOU USE THE WEB SITE, THIS AGREEMENT AS IT THEN READS WILL GOVERN YOUR USE. ACCORDINGLY, WHEN YOU USE THE WEB SITE YOU SHOULD CHECK THE DATE OF THIS AGREEMENT (WHICH APPEARS AT THE TOP OF THIS AGREEMENT) AND REVIEW ANY CHANGES SINCE THE LAST VERSION.

1. Prior Terms Of Use

These Terms of Use supersede any other Terms of Use or similar provisions relating to the use of the Site that are in use before the revision date stated above.

2. Definitions

“**Site**” includes the Employee Self Service Site (ESS), and the Materials, Marks, and Services available on the Site.

“**Materials**” means the information, graphics, products, and features that are available on the Site.

“**Mark**” means trademark, trade name, service mark, trade dress, custom graphics, or icons.

“**Services**” means the software, applications, and other services that are available on the Site.

The terms “Site”, “Marks”, “Materials” and “Services” do not include third parties’ sites, trademarks, service marks, trade names, information, graphics, products, features, software, application or other services, if any, that are available through a link from the Site. The use of these other items is subject to the terms set forth on the third party Sites.

3. Privacy And Data Protection

Our Privacy Policy governs the use of information collected on this Site. Acceptance of these Terms of Use implies acceptance of the Privacy Policy.

4. Security

Employee Self Service (ESS) is a secure site. All information sent to and from the authenticated user of the Site is encrypted using current industry standard technologies. However, information transmitted electronically via the World Wide Web cannot be guaranteed to be secure. PDS Tech, Inc. assumes no responsibility for the loss of any information that you transmit to us via the World Wide Web or Internet.

To prevent unauthorized access to your account information, be sure to logoff when you have finished using the Site.

5. User Id And Password

Access to this Site is restricted. The first time you logon to the site, you will be asked to provide information to verify you are defined as a valid user. Once verified, you will be asked to establish a password according to defined standards. Once logged on, you can reset your password using the Change Password function that is available on the Site.

If you have forgotten or misplaced your password, you can reset it by re-entering the information that is used to identify you as a valid user of the system.

PDS Tech, Inc. will never contact a user to ask them for their password, user ID, or other personal information. If you do receive such request, please do not provide the requester with your password or other information.

You are responsible for maintaining the confidentiality of your User ID and password. Your password is your private entry key into your account. You should never share it with anyone, and you should change it periodically using the Change Password function that is available on the Site.

You will immediately logon to the Site to reset your password if your password is lost, stolen, disclosed to an unauthorized third party, or may have been compromised, or if you become aware of any unauthorized use of your account or any other breach of security in relation to the Site. **Unless you have done so, you will be held responsible for any liabilities, losses, claims or expenses resulting from any acts by any person using your User ID and password.**

6. Intellectual Property

The Site is the sole and exclusive property of PDS Tech, Inc. and its licensors. PDS Tech, Inc. and its licensors retain all right, title and interest, (including all patent, copyright, trademark, trade secrets and all other intellectual property rights) in the Site. The Site is protected by copyright, trademark, unfair competition, and other laws in the United States and in other countries.

7. Trademarks

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8. License

PDS Tech, Inc. grants you a limited, personal, nontransferable, nonsublicensable, revocable license to access and use the Site, to display the Materials and use the Services only as expressly permitted by these Terms of Use. Except as stated herein, you have no other right with respect to this Site.

You may use the Materials and the Services to determine the status of your own employee Compensation and Benefits as defined by the functional scope of the Site as deployed at your client location.

You may download, view, copy and print Materials and reports or information obtained from your appropriate use of the Services, solely for personal, informational, non-commercial purposes.

Except where your use constitutes “fair use” under copyright law, you may not, without PDS Tech, Inc.’s prior written consent use, download, upload, copy, print, display, perform, reproduce, modify, edit, alter, or create any derivative works from any portion of the Site; use a frame or border environment, or other framing technique to enclose any portion of the Site, or mirror or replicate any portion of the Site; or sell, offer for sale, display, distribute, republish, retransmit, reverse-engineer, or translate into any language or computer language any portion of the Site.

This limited license terminates automatically, without notice to you, if you breach any of these Terms. PDS Tech, Inc. shall not be liable to you or any third party for such termination. Upon termination of this limited license, any site access shall constitute an act of trespass.

9. Restrictions

You agree to use the Site in strict compliance with all applicable laws, and in a manner that does not negatively reflect on the goodwill or reputation of PDS Tech, Inc. In addition to other restrictions set forth in these Terms of Use, you will not:

- Impersonate or represent that you are acting on behalf of PDS Tech, Inc., PDS Tech, Inc. staff, or other industry professionals, or provide false information about PDS Tech, Inc., or the Site;
- Solicit another person's User ID, password or other access information;
- Place false or misleading information on the Site; Use or access the Site in any way that may adversely affect the performance or function of the Site, or any other computer systems or network;
- Upload or transmit to the Site any information that contains viruses, Trojan horses, worms, time bombs or other computer programming routines that may damage, interfere with the operation of the Site, alter or intercept or appropriate any system or network; or
- Disguise the origin of information transmitted through the Site.

10. Disclaimer

This Site is for informational purpose only. The Site displays Compensation and Benefit Information in regard to your employment with PDS Tech, Inc. Although we exercise reasonable efforts to ensure quality and accuracy, there may be errors, or the information provided may not be complete, current, or applicable to your particular situation. Some positions advertised on the PDS Tech website may be for positions that PDS reasonably expects will soon become available, but are not yet open at the time of posting.

PDS Tech, Inc. makes reasonable attempts to minimize the impact of viruses, but cannot ensure that at all times the Site will be free from viruses or other destructive software, or that access to the Site will not be disrupted or interrupted by viruses, denial of service attacks, or other attacks to our servers or those of our service providers. Please take appropriate safeguards before downloading information from this Site. PDS Tech, Inc. disclaims any liability for damages to your computer equipment or other property, resulting from use of the Site, or downloading of anything from the Site.

11. Disclaimer Of Warranty

THE SITE IS PROVIDED “AS IS”, FOR YOUR CONVENIENCE ONLY, AND WITHOUT ANY WARRANTY. PDS TECH, INC., FOR ITSELF AND EACH OF ITS LICENSORS, MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY PORTION OF THE SITE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PDS TECH, INC., FOR ITSELF AND EACH OF ITS LICENSORS DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY PORTION OF THE SITE.

12. Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PDS TECH, INC., SHALL NOT BE LIABLE TO YOU OR A THIRD PARTY CLAIMING THROUGH YOU FOR ANY DAMAGES SUFFERED AS A RESULT OF YOUR USING, DISPLAYING, COPYING, OR DOWNLOADING ANY PORTION OF THE SITE. IN NO EVENT SHALL PDS TECH, INC. BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) WITH RESPECT TO USE OR INABILITY TO USE ANY PORTION OF THE SITE HOWEVER ARISING, WHETHER FOR BREACH OF CONTRACT OR IN TORT, EVEN IF PDS TECH, INC. HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Additional Rights

Certain jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

14. Prohibited And Illegal Activities

PDS Tech, Inc. monitors use of the Site. If PDS Tech, Inc. becomes aware of inappropriate use of the Site, PDS Tech, Inc. may report to law enforcement authorities any actions that may be considered illegal, as well as any reports it receives of such conduct. When requested, PDS Tech, Inc. will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on or in connection with the Site.

15. Indemnification

You are wholly responsible for your actions or the actions of any person using your User ID and/or password. As such, you agree to hold PDS Tech, Inc. harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) incurred by PDS Tech, Inc. in relation to, arising from any claim or demand from a third party that the use of the Site by you or any person using your screen name and/or password violates any applicable law or regulation, or the rights of any third party.

16. Written Documentation

You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document. To the extent that we may need to contact you, you agree that we may do so via any electronic means, including but not limited to communication posted on the Site, electronic mail, or other means of electronic messaging.

17. Modifications

PDS Tech, Inc. and its licensors may make improvements and/or changes in the Site, if any, at any time without notice.

PDS Tech, Inc. may revise these Terms of Use at any time by updating this posting. You will be asked to review and accept or reject new Terms of Use in the event that a material change is made to the content of these Terms. Your continued use of the Site after such modifications have been made will mean that you have accepted such revised Terms of Use.

18. Governing Law and Disputes

PDS Tech, Inc. controls and operates this Site from its headquarters in Irving, Texas and makes no representation that the Materials or Services are appropriate or will be available for use outside of the United States. If you use this Site from outside the United States, you are entirely responsible for compliance with the US Export Control Laws and other applicable local laws.

Any action related to these Terms will be governed by Illinois law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree to submit to the exclusive jurisdiction of the courts located in Dallas County, in the State of Texas, for the resolution of all disputes arising from or related to these Terms and/or your use of the Site.

19. General

If a court of competent jurisdiction holds any provision of these Terms of Use to be contrary to law or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect.

The failure of PDS Tech, Inc. to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PDS Tech, Inc. in writing.

These Terms of Use comprise the entire agreement between you and PDS Tech Inc. and supersede all prior terms or agreements, if any, regarding your use of the Site.