

PAYROLLWARDEN

Terms of Service

Draft — effective upon launch

1 DEFINITIONS

- 1.1 **"We," "us," and "our."** Qadis Chaudhry, doing business as PayrollWarden, an individual residing in New Jersey.
- 1.2 **"Service."** The PayrollWarden website and application at payrollwarden.com, including the WH-347 form builder, fringe-benefit calculator, saved-data storage, and PDF export features.
- 1.3 **"Account."** A registered account on the Service.
- 1.4 **"Subscription."** A paid plan, as displayed at checkout, that entitles an Account to use the Service for the applicable billing period.
- 1.5 **"User."** The individual or business entity that creates an Account and is responsible for its use of the Service.
- 1.6 **"Payroll Data."** Information you enter into the Service to prepare certified payroll forms, including worker names, classifications, wage rates, fringe benefit information, hours worked, and project details.
- 1.7 **"DOL Form."** U.S. Department of Labor Form WH-347 (Certified Payroll), a public federal form.
- 1.8 **"Payment Processor."** The third-party payment processor that handles subscription billing (currently Stripe, Inc.).
- 1.9 **"Billing Period."** The monthly interval for which a Subscription is paid, as displayed at checkout.

2 ACCEPTANCE OF TERMS

- 2.1 These Terms govern all use of the Service. By creating an Account or using the Service, you accept these Terms and our Privacy Policy, which is incorporated here by reference. If you create an Account on behalf of a business entity, you represent that you have authority to bind that entity.
- 2.2 We may modify these Terms from time to time. Material changes will be posted on this page with a revised effective date. Continued use of the Service after changes take effect constitutes acceptance of the modified Terms.

3 THE SERVICE

- 3.1 The Service is a software tool that helps Users prepare DOL Forms WH-347. It stores Payroll Data, calculates fringe-benefit allocations, and exports completed forms as PDFs.

- 3.2 The Service is not a payroll provider, does not issue payments, does not file or submit forms to any government agency or project owner, and does not remit taxes.

THE SERVICE IS NOT LEGAL, COMPLIANCE, ACCOUNTING, OR TAX ADVICE. WE DO NOT DETERMINE WHETHER ANY WAGE RATE, CLASSIFICATION, OR FRINGE ALLOCATION COMPLIES WITH APPLICABLE PREVAILING-WAGE LAW. YOU REMAIN SOLELY RESPONSIBLE FOR THE ACCURACY AND LEGAL COMPLIANCE OF EVERY FORM YOU PREPARE. CONSULT A QUALIFIED PROFESSIONAL FOR COMPLIANCE QUESTIONS.

4 ACCOUNTS AND ELIGIBILITY

- 4.1 You must be at least 18 years old and provide accurate, current registration information. You are responsible for maintaining the confidentiality of your credentials and for all activity under your Account.
- 4.2 Each Account is personal to the User and may not be shared between persons or entities without our prior written consent.

5 FREE TIER, SUBSCRIPTIONS, PRICING, AND BILLING

- 5.1 The Service includes a free tier. You may build and export a complete DOL Form WH-347 without creating an Account and without paying, subject to a per-form row limit. The free tier does not save your data.
- 5.2 A paid Subscription is required to save Payroll Data for reuse, including saved project profiles, worker classifications and wage rates, and week-to-week history. Plan prices are displayed at checkout and are subject to change upon notice to existing Subscribers.
- 5.3 Subscriptions renew automatically at the end of each Billing Period unless cancelled beforehand. Payments are processed by the Payment Processor under its own terms, and payments are made in United States Dollars.
- 5.4 If a payment fails, we may suspend access to saved-data features after any grace period we choose to allow, until payment succeeds or the Subscription is cancelled.
- 5.5 Prices exclude applicable federal, state, or local taxes, which are your responsibility except for taxes on our net income.

6 CANCELLATION AND REFUNDS

- 6.1 You may cancel your Subscription at any time through the billing portal linked in your Account, or by contacting us. Cancellation takes effect at the end of the current Billing Period, and you retain access to saved-data features through that date.
- 6.2 Fees already paid are non-refundable except where required by applicable law or where we expressly agree in writing.

7 PAYROLL DATA AND USER RESPONSIBILITY

- 7.1 You retain all right, title, and interest in your Payroll Data. You grant us a limited license to store, process, and display it solely to operate the Service and generate the outputs you direct.

YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, AND LEGAL COMPLIANCE OF ALL PAYROLL DATA AND EVERY FORM GENERATED FROM IT, INCLUDING COMPLIANCE WITH THE DAVIS-BACON ACT, STATE PREVAILING-WAGE LAWS, AND ANY REQUIREMENT OF THE CONTRACTING AGENCY, PROJECT OWNER, OR EMPLOYER. WE MAKE NO REPRESENTATION THAT ANY OUTPUT SATISFIES ANY SUCH REQUIREMENT.

- 7.2 Following Account closure or termination, your Payroll Data may be deleted and we cannot guarantee its continued availability. The Service is not a records-retention system. You are responsible for downloading and keeping your own copies of every form you generate, for as long as the applicable requirements demand. See Section 5.4 of our Privacy Policy.
- 7.3 **Social security numbers.** The Service does not require and does not accept full social security numbers. Where a form field calls for a social security number or its last four digits, the Service rejects entries that contain a full nine-digit number. Do not attempt to enter a full social security number.

8 INTELLECTUAL PROPERTY

- 8.1 The Service, including its software, interfaces, and content, is owned by us or our licensors and is protected by applicable intellectual-property laws.
- 8.2 The DOL Form WH-347 is a form of the U.S. Department of Labor. We make no claim of ownership in the form itself. Your completed forms and Payroll Data belong to you.
- 8.3 We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for your own business purposes during an active Subscription.

9 ACCEPTABLE USE

You will not, and will not permit others to:

- use the Service for any unlawful purpose or to prepare forms containing information you know to be false;
- reverse engineer, decompile, or attempt to extract the source code of the Service;
- resell, sublicense, or provide access to the Service to third parties as a competing or bundled service;
- scrape, probe, overload, or interfere with the Service or its infrastructure; or
- bypass or attempt to bypass access controls or billing checks.

10 AVAILABILITY AND MAINTENANCE

- 10.1 We aim to keep the Service reliably available but do not guarantee uninterrupted or error-free access. We may perform maintenance or modify the Service from time to time.

- 10.2 The Service depends on the DOL Form WH-347 and its official revisions. When the Department of Labor revises the form, we will update the Service, but you are responsible for confirming that a generated form meets the requirement of the party requesting it.

11 DISCLAIMERS OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF OUTPUT, AND NON-INFRINGEMENT. NO STATEMENT ON THE SITE OR IN COMMUNICATIONS FROM US CREATES ANY WARRANTY NOT EXPRESSLY SET FORTH IN THESE TERMS.

- 11.1 Where applicable law requires a warranty, that warranty is limited to ninety (90) days from your first use of the Service.

12 LIMITATION OF LIABILITY

12.1 Liability Cap

IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THESE TERMS, YOUR ACCOUNT, OR THE SERVICE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, EXCEED THE GREATER OF (I) FIFTY UNITED STATES DOLLARS (\$50) AND (II) THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT INCREASE THIS CAP.

12.2 Exclusion of Consequential Damages

IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COST OF SUBSTITUTE SERVICES, PENALTIES, BACK PAY, RESTITUTION, OR DAMAGES ARISING FROM A CLAIM BY ANY GOVERNMENT AGENCY, PROJECT OWNER, EMPLOYEE, OR OTHER THIRD PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Failure of Essential Purpose

The limitations and exclusions set forth in this Section 12 and in Section 11 are fundamental elements of the basis of the bargain, and the prices charged reflect this allocation of risk. They shall apply notwithstanding any failure of the essential purpose of any limited or exclusive remedy provided herein.

13 TERM AND TERMINATION

- 13.1 These Terms remain in effect while you use the Service or maintain a Subscription. You may stop using the Service at any time.

- 13.2 We may suspend or terminate your Account for material breach of these Terms, non-payment, or unlawful use, with notice where practicable. Upon termination, the license to use the Service ends, and Section 7.2 governs access to your Payroll Data.
- 13.3 Sections 6, 7, 8, 11, 12, 14, 15, 16, and any provisions that by their nature should survive, survive termination.

14 GOVERNING LAW AND DISPUTE RESOLUTION

IMPORTANT — PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS AN AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION INSTEAD OF IN COURT, AND INCLUDES WAIVERS OF CLASS-ACTION AND JURY-TRIAL RIGHTS. YOU HAVE THIRTY (30) DAYS TO OPT OUT OF THE ARBITRATION AGREEMENT, AS DESCRIBED IN SECTION 14.5.

- 14.1 These Terms and all matters arising out of or relating to them are governed by the laws of the State of New Jersey, without regard to its conflict-of-laws principles.
- 14.2 Any dispute shall first be submitted to good-faith negotiation between the parties for a period of thirty (30) days after written notice of the dispute. Notice of a dispute must be sent to support@payrollwarden.com. If the dispute is not resolved within that period, either party may proceed as provided in Section 14.3.
- 14.3 If negotiation does not resolve the dispute, it shall be finally resolved by binding arbitration administered in New Jersey under the Commercial Arbitration Rules of the American Arbitration Association, before a single arbitrator, except that either party may bring a claim in small-claims court or seek injunctive relief, or pursue collection of amounts owed, in any court of competent jurisdiction. The arbitrator may award the same relief a court could, on an individual basis only. Any award is final and binding, and judgment may be entered in any court with jurisdiction.
- 14.4 To the maximum extent permitted by law, each party waives any right to a trial by jury, and proceedings shall be conducted on an individual basis, not as a class or representative proceeding. If a court finds this class-action waiver unenforceable as to a particular claim, that claim may proceed in state or federal court in New Jersey, and all other claims remain subject to arbitration.
- 14.5 **Opt-Out.** You may opt out of the arbitration agreement in Section 14.3 within thirty (30) days after you first accept these Terms by sending written notice to support@payrollwarden.com. Your notice must include your name, the email address associated with your Account, and a clear statement that you wish to opt out of arbitration. Opting out will not affect any other part of these Terms, will not affect your ability to use the Service, and will not be held against you.
- 14.6 If any part of this Section 14 is found invalid or unenforceable, that part shall be modified to the minimum extent necessary to make it enforceable, and the remainder of this Section 14 and of these Terms shall continue in full force and effect.

15 STATE-SPECIFIC LEGAL NOTICES

The provisions in this Section apply only to Users who are subject to the laws of the states identified below. If a provision in this Section conflicts with another provision of these Terms, this Section controls for Users subject to that state's laws.

- 15.1 California.** Under California Civil Code Section 1789.3, California users of the Service are entitled to the following specific consumer rights notice: the provider of the Service is Qadis Chaudhry, doing business as PayrollWarden. To file a complaint regarding the Service, or to receive further information regarding use of the Service, contact us at support@payrollwarden.com. California residents may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, at 1625 N. Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210. Additional privacy rights available to California residents are described in our Privacy Policy.

16 GENERAL PROVISIONS

- 16.1 Entire Agreement.** These Terms, together with any documents expressly incorporated by reference, constitute the entire agreement between the parties with respect to the Service and supersede all prior agreements and communications.
- 16.2 No Waiver.** No failure or delay by us in exercising any right operates as a waiver. A waiver is effective only if in writing.
- 16.3 Severability.** If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remaining provisions continue in full force.
- 16.4 Assignment.** You may not assign these Terms without our prior written consent. We may freely assign our rights and obligations.
- 16.5 Independent Contractors.** The parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.
- 16.6 No Third-Party Beneficiaries.** These Terms are for the sole benefit of the parties and confer no rights on any other person or entity.
- 16.7 Electronic Signature.** These Terms may be accepted electronically, and electronic acceptance has the same legal effect as a signed writing.
- 16.8 Notices.** Notices to us must be sent by email to support@payrollwarden.com. Notices to you will be sent to the email address on your Account.
- 16.9 Headings.** Headings are for convenience only and do not affect interpretation.
- 16.10 Accessibility.** We are committed to making the Service usable by everyone, including people with disabilities, and we aim to conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. If you have difficulty using the Service, or have suggestions for improving it, contact us at support@payrollwarden.com and we will make reasonable efforts to address the issue promptly.

17 CONTACT

Questions about these Terms, notices, or requests under them shall be sent to:

PayrollWarden
New Jersey, USA
support@payrollwarden.com
payrollwarden.com