

Supplemental Terms and Conditions for Paychex Flex® Perks

The following Supplemental Terms and Conditions (“Supplemental Terms”) apply to Paychex Flex® Perks Service and shall be in addition to, and are incorporated by reference into, the Terms and Conditions for Paychex Flex Perks set forth in the Service Agreement between Paychex and Client (and below). In the event of any conflict, the Supplemental Terms shall supersede and control. For purposes of the Supplemental Terms, Covered Employee, as defined in the Paychex HR PEO Terms of Service, is included in the definition of Worker.

Aflac. Paychex will provide Workers with access to voluntary Worker-paid supplemental cancer, critical illness and accident insurance for Worker to purchase for their personal use from Aflac, a licensed insurance company (“Service”). Insurance is sold and serviced by Paychex Insurance Agency, Inc., 225 Kenneth Drive, Rochester, NY 14623. CA license #OC28207. Client agrees and acknowledges that Aflac(s) is solely responsible for presenting and collecting any premiums and/or fees from Worker. Client represents that the insurance provided through this Service is not, and will not be, part of an ERISA or other employee benefits plan.

Allstate. Paychex will provide Workers with access to voluntary Worker-paid auto, home and/or renters’ insurance for Worker to purchase for their personal use through its Vendor, Allstate Insurance Company, (“Service”). Client agrees and acknowledges that Vendor(s) is solely responsible for presenting and collecting any premiums and/or fees from Worker.

Corestream. Paychex will provide Workers with direct access, through SSO, to a voluntary insurance and benefits platform (“Platform”) through its Vendor, Empower Benefits, Inc. d/b/a Corestream, a licensed insurance agency and/or broker (“Vendor”) for Affordable Benefits and Discounts powered by Corestream Service (“Service” or “Corestream”). The Platform provides Workers access to voluntary Worker-paid benefits such as life, home, auto, pet, and critical care insurance (“Insurance and Benefit Products”) provided by unaffiliated insurance carriers (“Carriers”) and select other products, services, and discounts (collectively “Products”) provided by unaffiliated third party providers (“Providers”).

- a. **Broker of Record.** Client designates Vendor as the broker of record to present and sell applicable Insurance and Benefits Products to Workers (“Broker of Record”). Vendor is authorized to disclose to Carriers that Client has designated Vendor as Broker of Record in connection with the Insurance and Benefits Products offered on the Platform and manage such Insurance and Benefits Products on behalf of Carriers. Client authorizes Paychex to disclose this Agreement to Carriers or otherwise verify to Carriers that Client has designated Vendor as Broker of Record if requested by Vendor. Client further represents that all such Insurance and Benefits Products are not, and will not be, part of an ERISA or other employee benefits plan. Client authorizes Vendor to select the available Carriers and program rules, including levels of coverage and eligibility offered to Workers. The Broker of Record designation and Vendor authorizations will remain in force until Client opts out of the Service, or this Agreement is terminated.
- b. **Additional Transmittal of Information.** In addition to the Information transmitted or used for marketing purposes as set forth in the Transmittal of Information provision in the Terms and Conditions for Paychex Flex Perks Service (“Service Terms”), Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, Client ID and state of legal address, and Worker ID. At no cost to Worker, Workers may enroll in the Platform to access and purchase Products. Once a Worker enrolls and/or purchases Products, Client authorizes Paychex to transmit additional Information to Vendor, including, but not limited to, Worker date of birth, wage information, estimated annualized wages, user ID, and employment-related dates, so that Vendor and/or Carrier or Provider may offer, quote, and/or provide Products.
- c. **Commissions and Fees.** Client acknowledges that Worker may elect to pay for Products through a payroll deduction and authorizes Paychex to facilitate the payroll deductions as set forth in the Fees provision in the Service Terms. Client authorizes Vendor to receive commissions and fees from Carriers and Providers as compensation for the Products purchased by Workers on the Platform. Client acknowledges that commission and fees earned from insurance policies sold to Workers during the term of the Service will be assigned to Vendor for the life of the insurance policy and that Vendor may share those commissions and fees with Paychex or its affiliate Paychex Insurance Agency, Inc., a licensed insurance agency, or with eligible third parties. Client further acknowledges that without the Broker of Record designation Vendor would not be compensated for the sale of insurance Products. This clause will survive the termination of this Agreement.
- d. **Opt-Out of Service.** In addition to the Opt-Out/Termination provision set forth in the Service Terms, if any of Client’s Workers have enrolled in a Product requiring payroll deductions, Worker may be allowed to retain Products purchased prior to termination of the Service or the Agreement or Client’s opt-out, in accordance with the Products’ terms of use, and if the Worker establishes an alternative payment arrangement with Vendor, Carrier, and/or Provider.

FinFit. Paychex will provide Workers with direct access, through SSO, to tools and education to assist Workers in addressing financial goals and access to installment loans and lines of credit, through its Vendor, FinFit Ops, LLC (“Financial Wellness Service”).

In addition to the Information transmitted or used for marketing purposes as set forth in the Transmittal of Information provision in the Service Terms or the Paychex HR PEO Terms of Service, Client further acknowledges that when a Worker creates an account to access the Service and/or uses the Service, Paychex is authorized to transmit additional Information to Vendor, including, but not limited to, Worker employment status, wage information, and employment-related dates so that Vendor may provide the requested Service.

At their option, Workers may apply for an installment loan or line of credit (each a “Loan”) and obtain a Loan from the bank selected by Vendor to provide the Loan (“Bank”). In addition to the Fees provision set forth in the Service Terms or in the About Services provision of the Paychex HR PEO Terms of Service, Workers shall apply for a Loan pursuant to the terms of a Loan Agreement between Bank and Worker, and authorize Client and/or Paychex, as Client’s payroll vendor, to deposit a portion of Worker’s wages or compensation to Vendor in payment of the Loan (“Loan Payments”). Paychex will remit Loan Payments based on the information received from Vendor and shall have no obligation to review or verify any Loan Payments. Except to the extent Client and Paychex are otherwise prohibited from doing so by any requirement of law applicable to Client or Paychex, Client authorizes Paychex to remit Loan Payments to Vendor using Client’s bank account(s) designated for Direct Deposit Service.

Pay on Demand. Paychex will provide Workers with access, through SSO, to a program that allows Workers to gain access to an amount equal to a portion of their earned but unpaid wages, before a scheduled check date (“On Demand Wages”), plus other financial wellness services, through its Vendor, Payactiv, Inc. (“Pay on Demand” or “Service”). Client acknowledges that if a Worker receives On Demand Wages during a pay period, Client authorizes Paychex to process the payroll deduction(s) as set forth in the Fees provision of the Service Terms, or in the About Services provision of the Paychex HR PEO Terms of Service, for that pay period, and subsequent pay periods, if necessary.

In addition to the Information transmitted or used for marketing purposes as set forth in the Transmittal of Information provision in the Service Terms or the Paychex HR PEO Terms of Service, Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, Client ID and Worker Information, including, employee and Worker IDs, wage information, employment-related dates, work and resident states, and time tracking data from a Paychex time and attendance service, if applicable. Client acknowledges that Workers are able to view available On Demand Wages in Paychex Flex® based on this Worker Information, prior to enrolling in the Service.

In addition to the Opt-Out/Termination provision set forth in the Service Terms, or the Service term provision in the Paychex HR PEO Terms of Service, Vendor may terminate and/or suspend access to the Service in accordance with Vendor’s terms and conditions. If Client initiates termination of the Service through Paychex Flex, Paychex shall notify Vendor to terminate the Service and will prevent Workers from requesting additional On Demand Wages. Client acknowledges and understands that (i) the date of termination of the Service is determined solely by Vendor and may not occur until after Workers have settled outstanding On Demand Wage repayments; and (ii) transmission of Information to Vendor continues until Vendor terminates the Service.

Paychex PaySM. Paychex will provide eligible Workers with access, through SSO, to an online application through which Workers can apply for one or more bank accounts through its Vendor, Central Bank of Kansas City, Member, FDIC (“Paychex Pay” or “Service”). Paychex is not a bank. Vendor is solely responsible for all banking services it provides, including determining if a Worker is eligible to open an account.

In addition to the Information transmitted or used for marketing purposes as set forth in the Transmittal of Information provision in the Service Terms or the Paychex HR PEO Terms of Service, Client acknowledges and agrees that, when a Worker applies for an account, Paychex shall transmit to Vendor, Information necessary for Vendor to determine Worker eligibility and verify Worker identity, including, but not limited to, Worker name, address, email address, phone number, date of birth and Social Security number.

PayPal. Paychex will provide Workers with access to a platform through which Workers can configure their direct deposit settings to deposit all or a portion of their net pay each pay period into their PayPal balance account through its Vendor, PayPal, Inc., (“Service”). Client agrees and acknowledges that Workers must (i) have and use Paychex Flex®; (ii) use direct deposit; and (iii) have or establish a balance account with PayPal to utilize the Service.

SoFi. Paychex will provide Workers with access, through SSO, to personal finance solutions through which Workers can apply for financial services, including but not limited to, personal loans, student loans, and loan refinancing, through its Vendor, Social Finance, LLC, (“Service”). Workers will be required to open and retain an account with Vendor to utilize the Service and will retain access to such account even if Client terminates the Service. Vendor is solely responsible for determining eligibility for any financial services it provides.

Tax Prep Software Service. Paychex will provide Workers with the opportunity to purchase tax preparation software for Workers’ personal use through its Vendors, HRB Digital, LLC or Intuit Consumer Group LLC, (“Tax Prep Software Service” or “Service”).

VIVA. Paychex will provide Workers with direct access, through SSO, to its Vendor, VIVA Finance, Inc. through which Workers can apply for personal loans (“Service”). In addition to the Information transmitted or used for marketing purposes as set forth in the Transmittal of Information provision in the Service Terms, Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, Client ID and Worker ID and upon Worker’s consent Paychex shall transmit additional Information to Vendor, including, but not limited to, Client name and industry, and Worker date of birth, wage information, employment status, employment type, employment related dates, and work state. Client authorizes Paychex to process any direct deposit instructions from or on behalf of Worker in connection with the Service as set forth in the Fees provision of the Service Terms. Workers must (i) use direct deposit; and (ii) will be required to open and retain an account with Vendor to utilize the Service and will retain access to such account even if Client terminates the Service.

Terms and Conditions for the Paychex Flex® Perks Service

The Terms and Conditions for the Paychex Flex Perks Service are set forth in the Services Agreement between Paychex and Client (and below) or, for Paychex PEO clients, in the Paychex HR PEO Terms of Service available at www.paychex.com/corporate/peo-terms.

Paychex Flex® Perks. As part of the Services, at no additional cost to Clients, Paychex will provide a suite of voluntary employee benefits, discounts and services to eligible Clients for their Workers (“Paychex Flex Perks” and each a “Service”). A complete list of available Paychex Flex Perks and supplemental terms, which are incorporated by reference herein, is available at go.paychex.com/employee-engagement (“Paychex Flex Perks Site”). Client agrees and acknowledges that the available Services and supplemental terms are subject to change at Paychex’ discretion upon notice and will be posted on the Paychex Flex Perks Site. Client is responsible for understanding the full suite of Services offered through Paychex Flex Perks, including but not limited to information shared with Vendor(s) and any updates or changes to Worker Information as a result of Workers use of any Service.

- a. **Vendor Responsibilities.** Client agrees and acknowledges that (i) Paychex Flex Perks are provided by, or through, one or more Vendor(s) of Paychex; (ii) Vendor(s) and/or its service providers are solely responsible for the service provided and for compliance with any and all applicable Laws; (iii) Paychex is not responsible for the acts or omissions of Vendor(s), including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor’s systems and/or networks or servers. Client’s use of the Service is subject to this Agreement, Paychex’ Terms of Use, supplemental terms and conditions for the Service, and any terms and conditions imposed by the Vendor(s), if applicable. Paychex reserves the right to change Vendor(s) providing a Service, or to discontinue providing a Service at any time, by providing notice to Client in a manner chosen by Paychex as set forth in the Third-Party Services provision.
- b. **Opt-Out/Termination.** Client must timely opt out of and/or terminate any Paychex Flex Perks Service it chooses not to offer in Paychex Flex or as directed on the Paychex Flex Perks Site. If Client opts out of a Service or terminates the Agreement (i) Paychex shall not provide Workers access to the Service(s) or permit Client’s Workers to enroll in any additional services, if applicable; and (ii) whether Workers may retain any services purchased from Vendor(s) prior to Client’s opt-out or termination is based upon the specific terms and conditions applicable to the Service.
- c. **Transmittal of Information.** For each Service Client authorizes Paychex to transmit to Vendor (i) name, address, and email address, for Client’s Authorized Contact; and (ii) Worker name, home address, email address, and Worker ID when the Service commences for Vendor and/or Paychex to directly contact Client’s Authorized Contact or Workers to provide information and/or marketing regarding the Service through Worker websites, Online Account, and/or by mail, email, or any other additional method selected by Authorized Contact or Worker, including text message or phone. Depending on the Service selected, Client authorizes Paychex to transmit additional Information regarding Client, including but not limited to Client name, address and industry; and Worker Information, including but not limited to Worker phone number, user ID, date of birth, Social Security number, wage information, employment-related dates, as necessary to offer and/or provide the Services. The Information transmitted for each Service is set forth in the supplemental terms incorporated herein and found on the Paychex Flex Perks Site. Additional Worker Information may be shared upon Worker’s consent, as necessary to provide the service selected by Worker. Client authorizes Paychex to act on Information provided by or through Vendor and/or Worker, if applicable, and Client acknowledges and agrees that Paychex is not obligated to independently confirm the accuracy and completeness of the Information.
- d. **Eligibility.** Vendor is responsible for determining, if applicable, (i) if Client or Worker is eligible to access, or receive the Service(s), (ii) the determination of levels and/or types of products or services offered; (iii) when the Service(s) will commence; and (iv) for presenting and collecting any fees for the Service from Worker. Client agrees and acknowledges that (i) Vendor may require Worker to execute an agreement with Vendor or agree to Vendor’s terms and conditions; and (ii) Vendor may limit the availability and/or scope of services provided in accordance with Vendor’s terms and conditions and/or any applicable Laws. Client understands and acknowledges that for certain Services Client must have Direct Deposit Service, and termination of Direct Deposit may immediately result in a termination of those Services without notice.
- e. **Fees.** If a Worker purchases a Service that has fees, Worker will be required to (i) accept the cost and/or Vendor’s fees for the Service, (ii) authorize a method of payment, and (iii) agree to any applicable Paychex and/or Vendor terms and conditions. If Worker elects to pay for a Service through payroll, Client acknowledges and agrees that: (i) Client authorizes Paychex to process or facilitate the amount to be deducted from Worker’s paycheck based on Services elected by Workers and the information provided by Vendor; (ii) Paychex shall set up any applicable payroll deductions based on the information received from Vendor and shall have no obligation to review or verify any payroll deductions with Client, Worker, and/or Vendor; (iii) Client is solely responsible for obtaining any written authorizations from Workers as required and/or is permissible under applicable Laws; (iv) Paychex and Vendor will not be responsible for any damages that may result from Client’s failure to timely review any payroll deductions; and (v) the Direct Deposit Service terms apply. Client authorizes Paychex to remit payments to Vendor using Client’s bank account(s) designated for Direct Deposit Service, or such other bank account as Client may designate, if applicable.
- f. **Access to Services.** Workers may be required to have an account with Vendor to access a Service. Workers may be able or required to use their Paychex Flex® account to access a Service without directly logging into the Service (“Single Sign On” or “SSO”), and Client authorizes Paychex to transmit Information necessary to establish SSO. Worker’s use of SSO is subject to Online Account provision.
- g. **Commissions/Fees.** Paychex may receive commissions and/or fees as compensation from Vendors in connection with Service(s) provided by or made available to, and/or purchased by Workers. Client authorizes Paychex to receive compensation from Vendor(s) for Service(s) purchased by Workers.