



### **Terms and Conditions of the NYS Sexual Harassment E-Training Program**

This AGREEMENT is between You as the Employer and Pinnacle HR, LLC as the Provider, and is effective as of the date that You subscribe on line to the NYS Sexual Harassment E-Training Programs provided by Pinnacle HR, LLC. Pinnacle HR, LLC shall provide sexual harassment training to You in compliance with Section 201-g of the Labor Law of the State of New York. The training will: (i) be interactive; (ii) include an explanation of sexual harassment consistent with guidance issued by the New York State Department of Labor in consultation with the New York State Division of Human Rights; (iii) include examples of conduct that would constitute unlawful sexual harassment; (iv) include information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment; (v) include information concerning employees' rights of redress and all available forums for adjudicating complaints; and (vi) include information addressing conduct by supervisors and any additional responsibilities for the supervisors.

Providing your employees with training does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure. The Employer is required under law and is responsible for providing their employees with a notice containing the employer's sexual harassment prevention policy at the time of hiring and at every annual sexual harassment training. Pinnacle HR is not responsible for the content or adequacy of your Sexual Harassment Policy, is not responsible for the conduct of your employees, owners, directors, officers or interns while on your premises, is not responsible for the enrollment of your existing employees or the enrollment of new employees; nor is Pinnacle HR responsible for disseminating the content of your policy to your employees, owners, directors, officers or interns. Participation in this E-Training Program will provide You as the Employer with partial compliance under Section 201-g of the Labor Law; there are other Employer requirements set forth within the statute which mandate your compliance for which Pinnacle HR is not responsible.

This AGREEMENT is effective for a period of one year from the date of your subscription and will be renewed on an annual basis unless you provide us with a written notice of cancellation at least thirty days prior to the anniversary effective date of this AGREEMENT.

Your acknowledgement by answering "Yes" in the box agreeing to the Terms and Conditions binds you to both the Terms and Conditions and the type of subscription and billing option that you select. If training provided exceeds limit of the subscription option selected, overages are billed at \$3.00 per trainings delivered.