

Terms and Conditions of the NYS Sexual and Other Forms of Harassment E-Training Program

This Agreement is between You as the Employer and GTM Payroll Services Inc. ("GTM") 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 GTM. GTM shall provide sexual harassment training to You in compliance with Section 201-g of the Labor Law of the State of New York as well as the New York City Administrative Code (where applicable). 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 and the New York City Commission on Human Rights (where applicable); (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. GTM offers two sexual and other forms of harassment prevention training programs – one program designed for employees with supervisory duties and one program designed for staff.

You agree not to copy or otherwise replicate or utilize any copies of any training materials or other confidential information of GTM except in accordance with the terms and conditions of this Agreement.

Providing your employees with harassment training does not constitute a conclusive defense to charges of unlawful harassment. Each claim of 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. GTM 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, is not responsible for the enrollment of your existing employees or the enrollment of new employees; nor is GTM 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 GTM is not responsible.

GTM shall not be responsible for or liable for any act or omission by You in connection with the training provided under this Agreement. It is understood and acknowledged by You that GTM is not and has no authority to practice law, and that the services rendered hereunder do not constitute legal advice. You are responsible for obtaining such legal advice as You deem necessary or appropriate.

Nothing contained in this Agreement shall create or be deemed to create the relationship of a joint venture, franchise, business opportunity, agent, partnership, employer, employee, or association among and between GRM and You. It is expressly understood and agreed that the parties are independent contractors of the other for any and all purposes whatsoever.

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 these Terms and Conditions, <https://gtm.com/business/hr-services-terms-and-conditions/>, and the type of subscription and billing option that you select