

# PaymentsMarket.com Terms of Use

## 1. Your Acceptance of these Terms

- A. Your Agreement Through Use. Welcome to PaymentsMarket.com ("**PaymentsMarket**") website, www.PaymentsMarket.com and any associated website, service, content and functionality available through the website (collectively, the "**Site**"). The Site is powered and provided by Payment Strategy Group, LLC and PaymentsMarket.com on its proprietary services and computer platform (the "**PaymentsMarket Platform**"), which is used to host virtual events on behalf of third party organizers and participants (individually or collectively, "**Sponsor**" or "**Sponsors**"). The following Terms of Use is a legal contract between you (an individual user, a single entity, a virtual event attendee, a Sponsor, or otherwise) ("**User**" of "**Users**") and PaymentsMarket regarding your use of the Site. When using the Site, you will be subject to any additional posted guidelines, terms, or rules applicable to specific services, virtual events, and features which may be posted from time to time (the "**Guidelines**"). All Guidelines are hereby incorporated by reference into these Terms of Use.

BEFORE USING THE SITE, PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY REGISTERING FOR AND/OR ACCESSING, BROWSING, OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING THE GUIDELINES, AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SITE.

- B. Ability to Accept Terms. In order to use the Site, you must be the age of majority in your jurisdiction and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. You represent that you meet the eligibility requirements in this Section. In any case, you affirm that you are over the age of 13, as the Site is not intended for children under 13. If you are using or opening an account on the Site on behalf of a company, entity, or organization (collectively "Subscribing Organization"), then you represent and warrant that you: are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and agree to be bound by these Terms on behalf of such Subscribing Organization.
- C. Privacy Notice. Your privacy is important to PaymentsMarket. PaymentsMarket's [Privacy Policy](#) is hereby incorporated into these Terms by reference. Please read this notice carefully for information relating to PaymentsMarket's collection, use, and disclosure of your personal information.
- D. Modification of the Terms. PaymentsMarket may, in its sole discretion, modify or revise any part of the Terms at any time and without notice, and by your continued use of the Site, you agree to be bound by such modifications or revisions. In the event of any material modifications to these Terms, PaymentsMarket will use commercially reasonable efforts to provide you with notice of such modifications and an opportunity to accept or decline the changes. You are advised to periodically review the most up-to-date version of the Terms by going to [Terms of Use](#).

## 2. Your Registration Account

- A. Creation & Use of Your Account. In order to access some features of the Site, you will have to create an account. You represent and warrant that the information you provide to PaymentsMarket upon registration and, at all other times, will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at

all times. You acknowledge, consent, and agree that PaymentsMarket may access, preserve and disclose your account information and User Submission if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce the Terms; (c) respond to claim that any User Submission violates the rights of third parties; (d) provide certain customized features of the Site to you, if any, or respond if you contact PaymentsMarket for any reason; or (e) protect the rights, property, or personal safety of PaymentsMarket, the users, and the public.

- B. Your Liability for Unauthorized Use. If you register you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), you shall immediately notify PaymentsMarket. **YOU MAY BE LIABLE FOR THE LOSSES INCURRED BY PAYMENTSMARKET OR OTHERS DUE TO ANY UNAUTHORIZED USE OF YOUR ACCOUNT.**

### **3. Use of the Site - Permissions and Restrictions**

- A. Site Access. PaymentsMarket grants you permission to use the Site as set forth in these Terms, provided that and for so long as (i) except as otherwise agreed to by PaymentsMarket, you use the Site solely for your personal, private, noncommercial use; (ii) except as expressly permitted in these Terms, you do not download, reproduce, redistribute, retransmit, publish, resell, distribute, publicly display or otherwise exploit any portion of the Site in any medium without PaymentsMarket's prior written authorization; (iii) you do not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purposes; (iv) you do not engage in any of the prohibited uses described below; and (v) you otherwise fully comply with these Terms. The Site is controlled and offered by PaymentsMarket from its facilities in the United States of America. Except as expressly provided on the Site, PaymentsMarket makes no representations that the Site is appropriate or available for use in other locations. If you are accessing or using the Site from other jurisdictions, you do so at their own risk and you are responsible for compliance with local law.
- B. Ownership; Proprietary Rights. As between the Parties, the Site, including the content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the Site that are provided by PaymentsMarket ("**PaymentsMarket Materials**") are owned and operated by PaymentsMarket and/or its sponsored suppliers. PaymentsMarket Materials do not include User Submissions (as defined below) or any Non-PaymentsMarket Content (as defined below). Except as expressly authorized by PaymentsMarket, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Site or the PaymentsMarket Materials. PaymentsMarket reserves all rights not expressly granted in these Terms. User shall not acquire any right, title, or interest to the PaymentsMarket Materials, except for the limited rights set forth in these Terms.

### **4. User Submissions.**

- A. General. The Site may now or in the future permit the upload, submission, posting and/or linking of reports, resumes, applications, files, media, text, data, audio and video recordings, photos, commentary or any other content submitted by you and other Users ("**User Submissions**"), and the hosting, sharing, and/or publishing of such User Submissions. User Submissions are displayed

for entertainment and informational purposes only and are not controlled by PaymentsMarket. PaymentsMarket makes no representations that it will publish or use your User Submissions in any way and may or may not use your User Submissions in its sole discretion. You understand that whether or not such User Submissions are published, PaymentsMarket does not guarantee any confidentiality with respect to any User Submissions.

- B. Grant of Rights. By submitting User Submissions to PaymentsMarket, you hereby grant PaymentsMarket and its affiliates a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, transferable license, with the right to grant and authorize sublicenses, to use, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit your User Submissions in connection with the Site and PaymentsMarket's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels now known or hereafter discovered. You grant PaymentsMarket, its affiliates, and sublicensees the right to use the name that you submit in connection with such User Submission if they choose. You also agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Submissions. You also hereby grant to each User of the Site a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as permitted by the functionality of the Site and these Terms. Except for the limited rights set forth in these Terms, each User retains all right, title, and interest in its User Submissions.
  - C. Additional Guidelines for User Submissions. Please be advised that some User Submissions may contain Guidelines in addition to these Terms, and that you are solely responsible for reviewing and complying with any such Guidelines.
  - D. Your Representations and Warranties Regarding User Submissions. You shall be solely responsible for your own User Submissions and the consequences of uploading, posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize PaymentsMarket to use, all patent, trademark, copyright, or other proprietary rights in and to any and all User Submissions to enable inclusion and use of User Submissions in the manner contemplated by PaymentsMarket and these Terms, and to grant the rights and license set forth in this Section, and (ii) your User Submissions, PaymentsMarket's use of such User Submissions pursuant to these Terms, and PaymentsMarket's exercise of the license rights set forth in this Section, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) violate any applicable law or regulation.
  - E. Prohibited Uses of User Submissions. In connection with your User Submissions, you further agree that you will not publish, post, submit, transmit through or otherwise make available to the Site: (i) any falsehoods or misrepresentations that could damage PaymentsMarket or any third party; (iii) any material which is unlawful, defamatory, libelous, slanderous, pornographic, obscene, abusive, profane, vulgar, sexually explicit, threatening, harassing, harmful, hateful, racially or ethnically offensive or otherwise objectionable, or which encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or any right of privacy or publicity, or is otherwise inappropriate; (iv) advertisements or solicitations of business, products, or services; or (v) any material that would be harmful to minors in any manner.
5. **Non-PaymentsMarket Content Disclaimer.** You understand that when using the Site you will be exposed to User Submissions and other third party content from Sponsors or otherwise (together, the "**Non-**

**PaymentsMarket Content**"), and that you may be exposed to Non-PaymentsMarket Content that is inaccurate, offensive, indecent, or otherwise objectionable. PaymentsMarket does not endorse any Non-PaymentsMarket Content or any opinion, recommendation, or advice expressed therein. Under no circumstances will PaymentsMarket be liable in any way for or in connection with the Non-PaymentsMarket Content, including, but not limited to, for any inaccuracies, errors or omissions in any Non-PaymentsMarket Content, any intellectual property infringement with regard to any Non-PaymentsMarket Content, or for any loss or damage of any kind incurred as a result of the use of any Non-PaymentsMarket Content posted, emailed or otherwise displayed or transmitted through the Site.

6. **Non-Monitoring of Users and Non-PaymentsMarket Content.** You understand that you, and not PaymentsMarket, are entirely responsible for all User Submissions that you upload, post, e-mail, transmit or otherwise make available through the Site. PaymentsMarket does not control the Non-PaymentsMarket Content posted by Users or otherwise made available by other persons and does not have any obligation to monitor such Non-PaymentsMarket Content for any purpose. If at any time, PaymentsMarket chooses, in its sole discretion, to monitor the Non-PaymentsMarket Content, PaymentsMarket nonetheless assumes no responsibility for the Non-PaymentsMarket Content, no obligation to modify or remove any inappropriate Non-PaymentsMarket Content, and no responsibility for the conduct of the User submitting any such Non-PaymentsMarket Content. You agree that you must evaluate, and bear all risks associated with the use of any User Submissions or other Non-PaymentsMarket Content, including any reliance on the accuracy, completeness, usefulness, or legality of such User Submission or other Non-PaymentsMarket Content.
7. **Removal of Non-PaymentsMarket Content.** PaymentsMarket and its designees shall have the right (but not the obligation) in their sole discretion to refuse to post or remove any Non-PaymentsMarket Content that is available on the Site in whole or in part at any time for any reason or no reason, with or without notice and with no liability of any kind.

## 8. Prohibited Uses of the Site.

- A. As a condition of your use of the Site, you hereby represent and warrant that you will not use the Site for any purpose that is unlawful or prohibited (including without limitation, the prohibitions in this Section) by these Terms.
- B. Any use by you of any of the PaymentsMarket Materials and Site other than for private, non-commercial use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit, any portion of the Site, use of the Site, access to the Site, or Non-PaymentsMarket Content obtained through the Site, for any purpose other than for your personal, private, non-commercial purposes.
- C. You agree not to use the Site if you do not meet the eligibility requirements described in Section 1 above.
- D. You agree not to defame, harass, abuse, threaten, stalk or defraud users of the Site, or collect, or attempt to collect, personal information about users or third parties without their consent.
- E. You agree not to intentionally interfere with or damage, impair or disable the operation of the Site or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code.
- F. You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of any part of the Site, or features that enforce limitations on the use of the Site.
- G. You agree not to attempt to gain unauthorized access to the Site, or any part of it, other accounts, computer systems or networks connected to the Site, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted through the Site.

- H. You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site. You agree neither to modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site.
- I. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.
- J. You agree not to utilize framing techniques to enclose any trademark, logo, or other PaymentsMarket Materials without our express written consent. You agree not to use any meta tags or any other "hidden text" utilizing PaymentsMarket's name or trademarks without our express written consent.
- K. You agree not to deep-link to the Site and will promptly remove any links that PaymentsMarket finds objectionable in its sole discretion. You agree not to use any PaymentsMarket logos, graphics, or trademarks as part of the link without our express written consent.
- L. You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Site. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.
- M. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- N. You agree not to modify, adapt, translate, or create derivative works based upon the Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- O. You agree not to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

## 9. Your Use of the Site and Third Parties

- A. Links and Third Party Websites. PaymentsMarket or third parties may provide links on the Site to other sites including the content therein ("**Reference Sites**"). PaymentsMarket has no control over such Reference Sites or content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of Reference Sites or content linked to by the Site. PaymentsMarket provides links to you only as a convenience, and the inclusion of any link on the Site does not imply our affiliation, endorsement, or adoption of the linked site or any information therein. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON REFERENCE SITES OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK. Our terms and policies do not govern your use of any site other than the Site. You should review applicable terms and policies, including the privacy and data gathering practices, of any Reference Sites.
- B. Dealings with Advertisers. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site are solely between you and such advertiser. YOU AGREE THAT PAYMENTSMARKET WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE PaymentsMarket SITE.
- C. User Disagreements. You are solely responsible for your involvement with other users of the Site. PaymentsMarket reserves the right, but has no obligation, to monitor disagreements between you

and other users. PAYMENTSMARKET DISCLAIMS ALL LIABILITY RELATED TO ANY USER DISAGREEMENT.

## 10. Termination

- A. PaymentsMarket. You agree that PaymentsMarket, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have through the Site or your use of the Site, and remove and discard all or any part of your account or any User Submission, at any time. You agree that your access to the Site or any account you may have or portion thereof may be terminated without prior notice, and you agree that PaymentsMarket shall not be liable to you or any third-party for any such termination. These remedies are in addition to any other remedies PaymentsMarket may have at law or in equity.
- B. User. If you are dissatisfied with the Site, please let us know at <http://paymentsmarket.com/support>. Your input is valuable to us. Your only remedy with respect to any dissatisfaction with (i) the Site, (ii) any term of these Terms, (iii) any policy or practice of PaymentsMarket in operating the Site, or (iv) any content or information transmitted through the Site, is to terminate these Terms and your account. You may terminate these Terms at any time by closing your account and discontinuing your use of any and all parts of the Site and providing notice of termination at <http://paymentsmarket.com/support>.

## 11. Digital Millennium Copyright Act

- A. Notice of Infringing Material. It is PaymentsMarket's policy to respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("**DMCA**"). In addition, we will promptly terminate without notice the accounts of those determined by us to be "repeat infringers". If you are a copyright owner or an agent thereof, and believe that any User Submission or other Non-PaymentsMarket Content infringes upon your copyrights, you may submit a notification pursuant to the DMCA by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) or consult your own legal counsel to confirm these requirements):
  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the PaymentsMarket Site are covered by a single notification, a representative list of such works from the PaymentsMarket Site;
  - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit PaymentsMarket to locate the material;
  - iv. Information reasonably sufficient to permit PaymentsMarket to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
  - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. You may

submit your notification of alleged copyright infringement to our Designated Copyright Agent indicated below.

- B. Counter Notification. If you elect to send us a counter notice, to be effective it must be a written communication that includes the following (please consult your legal counsel or See 17 U.S.C. Section 512(g)(3) to confirm these requirements):
- i. A physical or electronic signature of the subscriber.
  - ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
  - iii. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
  - iv. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which PaymentsMarket may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. You may submit your counter notifications to alleged copyright infringement to our Designated Copyright Agent indicated below.

- C. Designated Copyright Agent. PaymentsMarket's Designated Copyright Agent to receive notifications and counter-notifications of claimed infringement can be reached at <http://paymentsmarket.com/support>, telephone: 1.512.234.3036.

## 12. Warranty Disclaimer

- A. Acknowledgement. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 12, THE TERM PAYMENTSMARKET INCLUDES PAYMENTSMARKET'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AFFILIATES, AND SUBCONTRACTORS.
- B. No warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PAYMENTSMARKET DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PAYMENTSMARKET OR THROUGH THE PAYMENTSMARKET SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- C. "As is" and "As available" and "With All Faults." YOU EXPRESSLY AGREE THAT THE USE OF THE PAYMENTSMARKET SITE IS AT YOUR SOLE RISK. THE PAYMENTSMARKET SITE, USER SUBMISSIONS, NON-PAYMENTSMARKET CONTENT, AND ANY OTHER THIRD-PARTY MEDIA, CONTENT, SOFTWARE, SERVICES OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE PAYMENTSMARKET SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

- D. Website Operation and Non-PaymentsMarket Content. PAYMENTSMARKET DOES NOT WARRANT THAT THE PAYMENTSMARKET MATERIALS, USER SUBMISSIONS, NON-PAYMENTSMARKET CONTENT, PAYMENTSMARKET SITE, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE PAYMENTSMARKET SITE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
- E. Accuracy. PAYMENTSMARKET DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PAYMENTSMARKET SITE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
- F. Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE PAYMENTSMARKET SITE (INCLUDING RSS FEEDS) OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

### **13. Limitation of Liability**

- A. Limitation of Liability. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL PAYMENTSMARKET OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE PAYMENTSMARKET MATERIALS AND USER SUBMISSIONS ON THE PAYMENTSMARKET SITE OR ANY REFERENCE SITES, THE PAYMENTSMARKET SITE ITSELF, OR ANY OTHER INTERACTIONS WITH PAYMENTSMARKET, EVEN IF PAYMENTSMARKET OR A PAYMENTSMARKET AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. Limitation of Damages. IN NO EVENT SHALL PAYMENTSMARKET OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PAYMENTSMARKET SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100 USD) OR FEES PAID IN THE PRECEDING TWELVE (12) MONTHS.
- C. Reference Sites. THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN PAYMENTSMARKET AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE PAYMENTSMARKET SITE OR RECEIVED BY YOU THROUGH ANY REFERENCE SITES.
- D. Limitations by Applicable Law. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT

SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

- E. Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT PAYMENTSMARKET HAS OFFERED ITS PRODUCTS AND SERVICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PAYMENTSMARKET, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PAYMENTSMARKET. YOU ACKNOWLEDGE AND AGREE THAT PAYMENTSMARKET WOULD NOT BE ABLE TO PROVIDE THE PAYMENTSMARKET SITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

#### 14. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS PAYMENTSMARKET, AND ITS PARENT, SUBSIDIARIES, AFFILIATES OR ANY RELATED ORGANIZATIONS (INCLUDING THOSE WHICH SHARE SUBSTANTIALLY COMMON OWNERSHIP), AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF THEM FROM ANY AND ALL CLAIMS, LOSSES, OBLIGATIONS, DAMAGES, LIABILITIES, COSTS, DEBT, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF (I) YOUR USE OR MISUSE OF THE PAYMENTSMARKET SITE; (II) YOUR USER SUBMISSIONS, INCLUDING PAYMENTSMARKET'S USE, DISPLAY OR OTHER EXERCISE OF ITS LICENSE RIGHTS GRANTED HEREIN OR OTHERWISE WITH RESPECT TO YOUR USER SUBMISSIONS; (III) YOUR VIOLATION OF THESE TERMS; (IV) YOUR VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY, INCLUDING CLAIMS THAT ANY USER SUBMISSION INFRINGES OR VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; (V) YOUR BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS; AND (VI) ANY UNAUTHORIZED USE OF YOUR ACCOUNT NOT CAUSED BY PAYMENTSMARKET. PAYMENTSMARKET RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT THE PRIOR WRITTEN CONSENT OF PAYMENTSMARKET. PAYMENTSMARKET WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT.

15. **Availability of Service.** PaymentsMarket may make changes to or discontinue any of the media, web communities, products, or services available within the PaymentsMarket Site at any time, and without notice. The media, products, or services on the Site may be out of date, and PaymentsMarket makes no commitment to update these materials on the Site.

#### 16. General

- A. Notice. PaymentsMarket may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Site. If Notice is by e-mail or mail, it will be provided to the e-mail or regular mailing address provided by you with your account information and it is your responsibility to update such account information for any changes. Notice to you will be deemed given twenty-four hours after email is sent, unless PaymentsMarket is notified that the email address is invalid, and if through postal mail, three days after the date of mailing. You may provide PaymentsMarket with notices only by mail to the address indicated in subsection (I) below.

- B. Governing Law. These Terms shall be governed by and construed in accordance with English law, without giving effect to any principles of conflicts of law.
- C. Jurisdiction. You agree that any action at law or in equity arising out of or relating to these Terms or the Site shall be filed only in the state or federal courts in and for Texas and you hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action.
- D. Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of PaymentsMarket to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
- E. Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- F. Assignment. The Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PaymentsMarket without restriction. Any assignment attempted to be made in violation of these Terms shall be void.
- G. Independent Contractor. You agree that no joint venture, partnership, employment, or agency relationship exists between you and PaymentsMarket as a result of these Terms or use of the Site. You further acknowledge that by submitting User Submissions or other Non-PaymentsMarket Content, no confidential, fiduciary, contractually implied or other relationship is created between you and PaymentsMarket other than pursuant to these Terms.
- H. Survival. Sections 1-16 will survive any termination of these Terms or your account whether by you or PaymentsMarket.
- I. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.
- J. Entire Agreement. This is the entire agreement between you and PaymentsMarket relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. These Terms shall not be modified except in a writing, signed by both parties, or by a change to these Terms or Guidelines made by PaymentsMarket as set forth in Section 3 above.
- K. Claims. YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE PaymentsMarket SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- L. Disclosures. The services hereunder are offered by PaymentsMarket.com and Payment Strategy Group, LLC, telephone: 1.512.234.3036

**Last Updated: June 25, 2010**