

PAYQUICKER - Site User Agreement

1. Acceptance of Terms

Welcome to the PayQuicker Client website. This website (the “Site”) is owned and operated by PayQuicker LLC and/or its affiliates (“PayQuicker” or “our” or “we”). The terms and conditions below govern your use of this Site. Please read these terms and conditions carefully before using this Site and check them periodically for changes. If you do not agree to the terms you must not use the Site or any services available on the Site.

EACH AND ANY USE OF THIS SITE OR THE INFORMATION AND SERVICES AVAILABLE ON THIS SITE FROM TIME TO TIME (INCLUDING WITHOUT LIMITATION ANY PROGRAMS, TOOLS, COMPONENTS, UPGRADES, UPDATES AND ALL RELATED APPLICATIONS AND REPORTS) (THE “SERVICES”) IS SUBJECT TO, AND CONDITIONED UPON, ASSENT TO AND COMPLIANCE WITH, ALL OF THE TERMS AND CONDITIONS BELOW (THE “AGREEMENT”). BY ACCESSING OR USING THIS SITE OR THE SERVICES YOU SIGNIFY YOUR CONSENT TO BE BOUND BY THE AGREEMENT AND THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT. THE AGREEMENT IS BETWEEN PAYQUICKER AND YOU, AN INDIVIDUAL ACTING ON ITS OWN BEHALF OR ON BEHALF OF A LEGAL ENTITY THAT WILL BE USING THE SERVICE.

2. The Service.

The Site is intended to provide information about us, our products and services. In providing the Services, we obtain and rely on certain information from third parties and third party software and applications. We cannot guarantee the accuracy or completeness of such data.

In connection with your use of the Site or the Services, you may be made aware of services, products, offers and promotions provided by third parties. If you decide to use such third-party services, you are responsible for reviewing and understanding the terms and conditions governing such services, and acknowledge that the third-party is responsible for the performance of such services.

3. Permission to Use the Services.

You may access and use the Site and the Services only for personal use or internal company use, and as long as you are in compliance with all provisions of this Agreement. You acknowledge that we may, in our sole discretion and at any time(s), add, remove, edit or otherwise change any part of the Site or the Services without notice, and discontinue, establish

or change limits concerning use of the Site or the Services without notice. You may reject changes by discontinuing use of the Site and Services. Your continued use of the Site or Services will constitute your acceptance of and agreement to such changes.

We may block access to this Site or the Services from any user that we suspect of breaching any term of this Agreement, without derogating from any other right or remedy that we may have by law, equity or otherwise.

4. Intellectual Property; Trademarks.

All contents of this Site are protected by copyright. All contents included on or incorporated into the Site or Services or as made available to you by us from time to time, is and remains solely our and our vendors' or licensors' property, and is protected by copyrights, trademarks, service marks, patents and other proprietary rights and laws.

We make no claim of ownership as to the trademarks of any third party listed on this Site, or with respect to any publisher or publication mentioned on this Site, including any goodwill that arises from the use of those trademarks.

You may not download or save a copy of the Site or any portion thereof, including, without limitation, any materials and logos, for any purpose, without PayQuicker's prior written consent.

If you believe that your work has been copied, displayed, or distributed in a way that constitutes copyright infringement, please notify us.

A notification of claimed infringement must be a written communication as set forth below, and must include substantially all of the following: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed; (b) a description of such copyrighted work(s) and an identification of what material in such work(s) is claimed to be infringed; (c) a description of the exact name of the infringing work and the location of the infringing work on the Service; (d) information sufficient to permit us to contact you, such as your physical address, telephone number and e-mail address; (e) a statement by you that you have a good faith belief that the use of the material identified in the manner complained of is not authorized by the copyright owner, its agent, or the law; (f) a statement by you that the information in the notification is accurate and, under penalty of perjury that you are authorized to act on the copyright owner's behalf.

Our designated agent for notice of claims of copyright infringement can be reached as follows:

PayQuicker LLC
Att: Compliance Officer
400 Linden Oaks, Suite 320
Rochester, NY 14625

If the disputed materials were posted by a third party identifiable through reasonable efforts, we will provide reasonable notice to the third party of the charge. If the third party responds with a valid counter-notification, we will provide you with a copy so that you may take any other

steps you may consider appropriate.

We will only respond to any claims involving alleged copyright infringement.

5. User Conduct; Restriction on Use

In connection with your use of the Site and the Services, you agree to abide by all applicable local, state, national and international laws and regulations and not, nor allow or facilitate a third party to, violate any rights of others or the operational or security mechanisms of the Services.

Except as expressly permitted herein, you may not copy, modify, distribute, display, transfer or create derivative works of or reproduce the Site or Services or any parts thereof, including, without limitation, any materials and logos, or permit or encourage any third party to do any of the foregoing, without obtaining our prior written consent and the consent of any entity with an interest in the relevant intellectual property.

6. Registration

Some functions of these Services require registration, and as part of the process you will be requested to provide certain information (“Registration Data”). You agree to (i) Provide true, accurate, current and complete Registration Data as prompted by the registration process; (ii) Maintain and promptly update the Registration Data to keep it accurate, current and complete; and (iii) Maintain the security of any confidential Registration Data and any other security or access information used by you to access the Site or Service.

We assume that any communications and other activities through use of your Registration Data were sent or authorized by you, and you are fully responsible for all activities that occur in connection with your Registration Data. If you become aware of or should reasonably know about use of your Registration Data or security access information by any person other than you, and if you do not notify us immediately of such use, you will be responsible for any and all liability incurred by us or any other user of this Site due to unauthorized use. If we believe that your account has been compromised, we may require you to update your Registration Data or other security access information.

You agree that we may for any reason, in our sole discretion and without notice or liability to you or any third party, immediately suspend or terminate your account and refuse any and all current or future access to and use of the Site or Services (or any portion thereof). Grounds for such termination may include, but are not limited to, extended periods of inactivity, loss, theft or unauthorized use of your Registration Data, violation of the letter or spirit of this Agreement, providing Registration Data that is inappropriate or offensive in our discretion, or if we have reasonable grounds to suspect any of the Registration Data that you provided is inaccurate, not current or incomplete.

7. Your Contributions to the Site or the Services.

You agree that we may, in our sole discretion, use any feedback, material or ideas that you

provide to us or post on or through the Services or the Site (each, a “Submission”) in any way, including without limitations in future modifications of the Services or advertising and promotional materials relating thereto. You hereby grant us and our successors a perpetual, worldwide, non-exclusive, transferable, non-revocable, sub-licensable, royalty-free license to un-restrictedly use, modify, create derivative works from, distribute and display any of your Submissions, without compensation, liability or notice to you. No portion of your Submission shall be subject to any obligation of confidence on our part, and you should expect no privacy with respect to your Submissions, except for personal information that is subject to our privacy policy and is not made publicly available by you.

You warrant that (i) you are the author and owner of the intellectual property rights to your Submissions or have the appropriate license and sublicense rights from the owner, and (ii) all “moral rights” that you may have in your Submissions have been voluntarily waived by you.

You agree that, if enabled to post or publish content to the Site, any content you publish on the Site shall not:

- i. Be false, inaccurate or misleading;
- ii. Be fraudulent or involve the sale of counterfeit, stolen or infringing items;
- iii. Infringe or misappropriate any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- iv. Violate any law, statute, ordinance or regulation (including those governing privacy, publicity, export control, consumer protection, intellectual property, gambling, unfair competition, antidiscrimination, criminal activities or false advertising);
- v. Be defamatory, libelous, offensive, unlawfully threatening or harassing, or advocating, promoting or providing assistance involving violence, significant risk of death or injury, or other unlawful activities;
- vi. Be obscene or contain adult items, nudity or child pornography;
- vii. Contain any viruses, Trojan horses, worms, time bombs, spiders, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- viii. Involve the transmission of any unsolicited commercial or bulk email (known as “spamming”) and you shall not use your account as a return address for unsolicited commercial mail originating elsewhere or participate in any activities related to so-called pyramid, ponzi schemes or the like;
- ix. Involve the collection, sale or transmission of, or attempt to collect personally identifiable information of any person or entity, except with the express written consent of that person or entity and of which consent you shall maintain a written record for a period of three (3) years after any termination of this Agreement;
- x. Be harmful or potentially harmful to our server structure as determined in our sole discretion, including without limitation overloading our technical infrastructure;
- xi. Create liability for us and our subcontractors or expose either of us to undue risk or otherwise engage in activities that we, in our sole discretion, determine to be harmful to us, our affiliates, operations, reputation, or goodwill; and
- xii. Link directly or indirectly to or include descriptions of goods or services that violate any applicable law, statute, ordinance or regulation, or that violate this agreement.

8. Privacy Policy.

Certain information about you or collected on your behalf is subject to our Privacy Policy. By accessing the Site you consent to the collection and use of information as described in our Privacy Policy, as may be amended by us from time to time.

Your A copy of our Privacy Policy is provided by a link at the bottom of your Account page.

9. Third Party Websites.

The Site may include links and references to the websites of others. We may, from time to time, at our sole discretion, add or remove links to other websites without notice. These links are provided solely as a convenience to you, and access to any such websites is at your own risk. It is your sole responsibility to comply with the terms of use of such sites and you are recommended to review the information provided by third parties (such as, but not limited to, the terms of service and privacy policy of the relevant website) before accessing such websites. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to such websites. In no event will we be responsible or liable, directly or indirectly, to anyone for any loss or damage arising from such sites, including without limitation for the information or services contained in such websites or for your use of or inability to use such website and for any information that you may submit to the links.

10. Links to this Site.

Subject to the terms of this Agreement and as long as this Agreement is not terminated, you may display a link to this Site's homepage located at www.payquicker.com as long as your use is not misleading, illegal or defamatory.

11. Disclaimer of all Warranties.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE, ITS CONTENTS AND THE SERVICES, IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING CONSEQUENCES.

THIS SITE, ITS CONTENTS AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, LICENSORS, THIRD-PARTY CONTENT SERVICE PROVIDERS, AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SITE, ITS CONTENTS AND THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THIS SITE, ITS CONTENTS AND THE SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR, BUG OR VIRUS FREE; NOR DO WE WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THIS SITE, ITS CONTENTS AND THE SERVICES IN TERMS OF THEIR CORRECTNESS, COMPLETENESS, AVAILABILITY, ACCURACY, RELIABILITY OR OTHERWISE.

12. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (I) ARISING OUT OF THE USE OR THE INABILITY TO USE THIS SITE OR THE SERVICES, (II) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (III) RESULTING FROM ANY INACCURACIES OR ERRORS OF INFORMATION RECEIVED AS A RESULT OF USING THIS SITE OR THE SERVICE, OR (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS SITE OR THE SERVICES; IN EACH CASE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REPUTATION, GOODWILL, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event this limitation of liability shall be for any reason held unenforceable or inapplicable, you agree that our aggregate liability shall not exceed the amount of US\$1.00.

13. Indemnification.

YOU RELEASE, AND AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES RELATED IN ANY WAY TO: (I) YOUR BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT, (II) YOUR USE OF, RELIANCE ON OR ACCESS TO THIS SITE, ITS CONTENTS OR THE SERVICES; (III) YOUR SUBMISSIONS; (IV) YOUR USE OF, RELIANCE ON OR ACCESS TO ANY THIRD PARTY SOFTWARE, APPLICATIONS OR DATA RESULTING FROM YOUR USE OF THE SITE OR THE SERVICES. WE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION. YOU SHALL COOPERATE FULLY IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.

14. Amendments.

We may change the terms of this Agreement or the Services at any time and in our sole discretion. If we make any material changes to this Agreement, we will post a notice of these changes on our Site. If you do not agree to the new or different terms, you should not use the Site or the Services. Your continued use of the Site following the posting of any changes constitutes your acceptance of the changes.

15. Governing Law.

Your use of the Site may be subject to local, state, national, and international laws. By visiting or using the Site and any part thereof, you expressly agree that this Agreement will be governed by the United States of American law without regard to its choice of law or conflicts of law principles. You expressly consent to the exclusive jurisdiction and venue in the courts in the County of Monroe, the State of New York of the United States of America except that temporary relief to enjoin infringement of intellectual property rights may be sought in any court.

16. Statute of Limitations.

Subject to applicable law, you agree that regardless of any statute or law to the contrary, any claim or cause of action brought by you or anyone at your behalf, arising out of or related to use of the Services or to the Agreement, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

17. Cookies.

A cookie is a small data file that certain web sites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you have visited, but the only personal information a cookie can contain is information you supply yourself. A cookie cannot read data off your hard disk or read cookie files created by other sites. Some parts of PayQuicker use cookies to track user traffic patterns. We do this in order to determine the usefulness of PayQuicker information to our users and to see how effective our navigational structure is in helping users reach that information. PayQuicker does not correlate this information with data about individual users, nor does it share this information or sell it to any third party.

If you prefer not to receive cookies, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser. You do not need to have cookies turned on to use any area of the Site.

18. Miscellaneous.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the remainder of the Terms shall continue in full force and effect. Unless otherwise specified herein, these Terms constitute the entire agreement between you and PayQuicker with respect to this Web Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and PayQuicker with respect to this Web Site. The paragraph titles in the Terms are solely used for the convenience of the parties and have no legal or contractual significance. It is the express will of the parties that these Terms and all related documents have been drawn up in English. If you are reading these Terms in another language, the English text shall prevail in the event of a discrepancy between the other language.

19. English Language Controls.

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

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