

Payway, Inc.

Website Terms of Use

Welcome to the Payway, Inc. website (<https://www.paywaycomplete.com>) (the “Site”). These website terms of use (the “Agreement”) form a legal agreement between you (“You”) and Payway, Inc., a Delaware corporation having an address at 222 Rosewood Drive, Danvers, MA 01923 (“Payway”, “We” or “Us”), concerning Your use of the Site and its contents. You should read all of this Agreement carefully.

Your Ability to Form a Binding Contract. The Site and the products and services offered by Us or third parties (collectively the “Services”) are available only to users who can form legally binding contracts under applicable law. By using this Site or the Services, You represent and warrant that You are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

Your Agreement. By continuing to use the Site, You confirm your acceptance of and consent to this Agreement. You represent that your use of the Site will be for business purposes only and not for personal activity. Further references to “You” or “Your” in this Agreement shall mean you personally and the business on whose behalf you are acting. If You do not agree with the term herein, You must stop all further use of the Site.

Because You are entering into this Agreement on behalf of a corporate entity or other form of business (collectively a “Business”), You represent and warrant that You have the legal authority to bind such Business to the terms and conditions contained in this Agreement. If Payway finds that You do not have the legal authority to bind such Business, in addition to other remedies, You will be personally responsible for the obligations and legal liabilities contained herein or in separate contracts agreed to by You for Services, including, but not limited to, any payment obligations. Payway shall not be liable for any loss or claims resulting from Payway’s reliance on any instruction, notice, document or communication reasonably believed by Payway to be genuine and believed to be originating from an authorized representative of a Business.

Electronic Exchange of Information. You hereby consent to the exchange of information and documents between You and Us electronically over the Internet through the Site or by email and agree that this electronic Agreement shall be the equivalent of a written paper agreement between You and Us. This consent is valid for the duration of this Agreement and so long as You have any liability under this Agreement. You represent that You have the right to disclose to Us all information that You provide to Us concerning any Business and any individuals associated with your Business.

Requests for Information. You may elect to request an evaluation or information from Us via the Site. Alternatively, You may wish to just browse the Site. If You request an evaluation or information, You will be required to provide certain information. If you decide not to provide the requested information, we may not be able to perform the evaluation or provide the information requested.

Types of Information We May Collect. In order to determine Your eligibility for the Services, to verify the accuracy of the information collected, to update your profile with Us, and to provide

you with Services for which You are eligible, We may collect, and You consent to us collecting, information about:

- You;
- the good and services You offer;
- Your beneficial owners, directors and key employees;
- Your suppliers and vendors;
- Your preferences as to procurement of payment or other services from Us or third parties; and
- other information We deem relevant including, without limitation, a commercial credit report.

We may also:

- review Your website, sales channels and social media sites;
- verify information about Your business, goods and services, and beneficial owners using third party sources and tools. This may necessitate providing Your information to third party service providers including, without limitation, providers of verification services and providers of provisional credit or other services that may be of interest to You;
- perform sanctions screening against government-provided lists; and
- request additional information and/or documentation from You.

Privacy Policy Consent. Your use of the Site constitutes Your continuing consent to Payway's Privacy Policy, which is available on the Site. Information you provide to Us will be subject to the Payway Privacy Policy.

Ownership and Copyright. You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trademarks, logos and tradenames contained on this Site (collectively the "**Content**"), including the manner in which the Content is presented or appears and all information relating thereto, are the property of Payway or its licensors, as the case may be.

Permitted Use. Payway hereby grants to You a limited, revocable, non-transferable and non-exclusive license to access, read and download one copy of the Content solely for the purpose of evaluating the Services offered by Us.

Restrictions On Use. You agree that You will not directly or indirectly:

- a. distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system;
- b. create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise;

- c. use any program, “bot” or spider to collect, gather or “harvest” information from the Site or in any way infiltrate, hack or otherwise attempt to gain unauthorized access to or compromise the integrity and/or security of the Site or servers including, without limitation, use someone else’s password or account;
- d. attempt to disrupt, slow down or interfere with the Site or servers;
- e. permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Payway or its licensors or allow any third party to access the Content; or
- f. upload to the Site any virus, harmful or malicious code or malware or cause or take any action that imposes an unreasonable or disproportionately large load on the Site or servers. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

License to Use Your Information. You allow Us to use all information that You provide to Us in order to determine which Services We wish to offer to You. You hereby grant to Payway the perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use any information or other content You provide on or through this Site or which is sent to Payway by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. Payway shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by Payway in writing or required by law. You represent and warrant that You have the right to grant the license set out above.

Personal Information. Payway may from time to time, but is not obligated to, monitor Your use of the Site and collect, store, use and disclose information concerning You to solicit and offer You various Services, and You hereby consent to such collection, storage, use and disclosure in accordance with the Payway Privacy Policy posted on the Site.

Separate Services Agreement. This is not an agreement for Services. If You procure Services from Payway or any other third party, then such Services shall be delivered pursuant to separate agreements and are not provided hereunder and You shall have no rights or claims in respect of such Services hereunder, whether they are provided by Payway or a third party.

Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT WITH YOU, THIS SITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS SITE OR MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR

USAGE OF TRADE.

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You are solely responsible for the retrieval and use of the Content. You should apply Your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions.

THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNTAMPERED, AND IS NOT TO BE RELIED UPON.

THE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION.

Limitations on Liability.

IN NO EVENT WILL PAYWAY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF PAYWAY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO EVENT WILL PAYWAY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD PARTY WEBSITES; THE

INTERNET BACKBONE; PERSONAL INJURY; THIRD PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS SITE OR THE CONTENT; ANY OTHER WEBSITE ACCESSED TO OR FROM THIS SITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF PAYWAY, EVEN IF PAYWAY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

UNLESS OTHERWISE AGREED IN WRITING BY PAYWAY, IN NO CASE WILL PAYWAY'S, ITS AFFILIATES', AGENTS', LICENSORS', SUPPLIERS' AND THEIR RESPECTIVE DIRECTORS', OFFICERS' AND EMPLOYEES' CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) BE FOR MORE THAN TWENTY DOLLARS \$20.00.

PAYWAY ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. PAYWAY IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. PAYWAY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE SITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

Termination. This Agreement is effective until terminated by Payway, with or without cause, in Payway's sole and unfettered discretion. Payway may terminate this Agreement without notice to You for any reason or for no reason. Any such termination by Payway shall be in addition to and without prejudice to such rights and remedies as may be available to Payway, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to Payway, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

Indemnity. You agree at all times to indemnify, defend and hold harmless Payway, its agents, suppliers, licensors, affiliates and their respective owners, directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by Payway directly or indirectly in respect of:

- any information or other content You provide on or through this Site or which is sent to Payway by email or other correspondence; or
- Your use or misuse of the Content or this Site, including without limitation infringement claims.

Governing Law and Arbitration. Payway, this Site and the Content (excluding linked websites or content) are physically located within the State of Massachusetts where Payway has its principal place of business. This Agreement shall be governed pursuant to the laws of the State of Massachusetts without giving effect to any conflict of laws rules. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (under its Commercial Arbitration Rules) and judgment on the award rendered by the arbitrator(s) may be entered in any court having

jurisdiction thereof. Venue for any arbitration commenced under this section shall be in Massachusetts in Essex County.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT EACH CLAIM OR LIABILITY SHALL BE RESOLVED BY **BINDING ARBITRATION** AND YOU HEREBY AGREE THAT **(A) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM OR LIABILITY ALLEGED AGAINST PAYWAY OR ITS AFFILIATES; (B) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM OR LIABILITY ALLEGED AGAINST PAYWAY OR ITS AFFILIATES; (C) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST PAYWAY AND/OR ITS AFFILIATES.**

Interpretation. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations.

Entire Agreement. This Agreement, as it may be amended from time to time in accordance with the following Section, and any and all other legal notices and policies on this Site, constitute the entire agreement between You and Payway with respect to the use of this Site and the Content.

Amendment and Waiver. Payway reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this Site. You are responsible for periodically reviewing the Site for amendments, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this Site. Access to this Site or Your use of this Site after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on Payway unless executed by Payway in writing. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

Enurement. This Agreement shall enure to the benefit of and be binding upon each of us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.