

## TERMS OF SERVICE AND CONDITIONS OF USE: USER AGREEMENT

Your use of Compaynet's products, software, services and websites (referred to collectively as the "Services") is subject to the terms of this 'TERMS OF SERVICE AND CONDITIONS OF USE: USER AGREEMENT' (the "Terms of Use" "User Agreement" or "Agreement") between Compaynet Ltd, Company Number 10373566, of 1st Floor, Sackville House, 143-149 Fenchurch Street, London, England, EC3M 6BN ("Compaynet") and you (the "User"). As used herein, the User will include the company or other entity with which the User is employed or otherwise affiliated (including its officers, directors, agents, managers, and employees), to the extent that the User is acting on its behalf. The User represents that you are 18 years old or older and are authorized by your company or other entity to enter into this Agreement. Please notice that You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to use our website located at <https://cportal.compaynet.com> or any other subdomain or derivative URL (the "Site") and related software and services including the Compaynet Gateway (collectively, the "Compaynet Platform").

Electronic Agreement – This Agreement is an electronic contract that sets out the legally binding terms of your use of the Site and your subscriptions in the Services. By accessing this Site or becoming a Member, the User consents to have this Agreement provided to the User in electronic form.

### THE USER'S ACCEPTANCE OF THIS AGREEMENT

THIS AGREEMENT – THE FOLLOWING NOTICES, TERMS, CONDITIONS AND POLICIES – (which incorporates by reference other provisions contained in any other products or services agreement(s) executed and in effect between the parties and are applicable to the use of this site) GOVERNS THE USE OF THIS SITE, ITS CONTENTS, ANY PRODUCTS OR SERVICES AVAILABLE ON OR CERTAIN SPECIFIC MATERIAL CONTAINED IN THIS SITE, AND SETS FORTH THE TERMS AND CONDITIONS THAT APPLY TO USE OF THIS SITE BY USER. ANY INCONSISTENCIES BETWEEN THE TERMS OF THIS AGREEMENT AND THOSE PROVISIONS CONTAINED IN ANY OTHER PRODUCTS OR SERVICES AGREEMENT(S) EXECUTED AND IN EFFECT BETWEEN THE PARTIES, THEN THE TERMS OF SUCH PRODUCTS OR SERVICES AGREEMENT(S) SHALL TAKE PRECEDENCE IN RELATION TO THIS AGREEMENT.

THIS AGREEMENT IS EFFECTIVE FROM THE DATE THAT THE USER REGISTERS ON THE COMPAYNET PLATFORM AND/OR BY BECOMING A MEMBER AND/OR BY ACCESSING OR USING THIS SITE, CPORTAL.COMPAYNET.COM, or any subdomain of CPORTAL.COMPAYNET.COM, (OTHER THAN TO READ THIS AGREEMENT FOR THE FIRST TIME), THE USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW, AND BY USE OF THIS SITE THE USER AFFIRMATIVELY, EXPRESSLY, OR IMPLICITLY REPRESENTS AND WARRANTS TO COMPAYNET THAT THE USER HAS CAREFULLY REVIEWED THIS 'TERMS OF SERVICE AND CONDITIONS OF USE' SET FORTH IN THIS AGREEMENT, AND THE 'PRIVACY POLICY' (all terms of which are herein incorporated by reference); AND THAT THE USER AGREES TO ABIDE BY AND TO BE LEGALLY BOUND BY ALL SUCH TERMS AND CONDITIONS OF THE USER AGREEMENT AND PRIVACY POLICY; AND THE USER AGREES TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY. IF YOU, 'THE USER', DO NOT AGREE, PLEASE DO NOT USE THE SITE.

## ARTICLE 1

### ACCEPTANCE OF TERMS AND THE PROVISION OF SERVICE

#### 1. ACCEPTANCE OF TERMS: PROVISION OF SERVICES.

The User hereby understands, acknowledges, accepts, consents and agrees as follows: (a) This Agreement, incorporates by reference all other terms and conditions applicable to the User's use of Cportal.compaynet.com set forth in any services or product agreements, or other transfers or assignments that have been or shall be entered into by and between the User with Compaynet; (b) Cportal.compaynet.com and its contents are for User's personal use only; and (c) The User's right to use Cportal.compaynet.com is personal to the User and is not transferable to any other person or entity.

#### 2. ACCEPTANCE OF TERMS: DESCRIPTION OF SERVICES.

Through its Web property, Compaynet provides User with access to a variety of resources (subject to separate discretionary credit and other approvals by Compaynet and/or lending institutions), including:

- (a) Trade Credit finance administration and consulting services, packaging and administration of trade credit finance applications on behalf of Merchants and/or by their client Buyers for discretionary credit assessment by lending institutions.
- (b) The authorisation and payment of credit, debit, purchase, fuel, charge and like card and/or invoice transactions, accounts receivable, bank transfers and other direct and online payment methods.
- (b) Payment Schemes, together with the provision of the necessary interface through which authorisation and payment of credit/debit/charge card transactions, invoices, and purchase orders may take place.
- (d) Transaction administration for online and terrestrial vendors of goods and services.
- (e) Business management tools, client portals, the Compaynet Payment Gateway, communications solutions, and product information (collectively "Services").

The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms of Use.

#### 3. ACCEPTANCE OF TERMS: CHANGES TO THE TERMS OF THIS AGREEMENT OR OTHER POLICIES

Compaynet shall have the right at any time to change or modify the terms and conditions applicable to User's use of Cportal.compaynet.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on Cportal.compaynet.com, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of Cportal.compaynet.com by User after such notice shall be deemed to constitute acceptance by the User of such changes, modifications or additions. The User is responsible for checking these terms periodically for any changes. The most current version of this Agreement can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of the web pages of Cportal.compaynet.com.

#### 4. ACCEPTANCE OF TERMS: CHANGES TO SERVICES

4.1 Compaynet is entitled to at any time modify, improve, or discontinue any of its content, products, services and any aspect or feature of Cportal.compaynet.com, including, but not limited to, content, hours of availability, and equipment needed for access or use, at its sole discretion and without notice to the User. Compaynet is entitled to provide services to the User through subsidiaries or affiliated entities. Compaynet reserves the right to change, remove or discontinue (temporarily or permanently) the website, or any content, service, function, feature or other part of the website at any time or without notice; and the User confirms that Compaynet shall not be liable to the User for any such change, remove or discontinuance.

4.2 Your Purchase of Services and Services Availability – Specific terms and conditions apply to your purchase of services from Compaynet and to specific portions or features of Cportal.compaynet.com. Compaynet's obligations with regards to its services offered on Cportal.compaynet.com are governed solely by such terms and conditions and nothing contained on Cportal.compaynet.com or in these Terms and Conditions shall be construed to alter services specific terms and conditions. The materials on Cportal.compaynet.com with respect to services may be outdated and Compaynet makes no commitment to update such material. Not all services mentioned in these materials will be available in your country and such references do not imply that Compaynet will make available such services in your country. Please consult Cportal.compaynet.com for information regarding the availability of particular services offering in your country.

4.3 Promotions – Cportal.compaynet.com may contain or offer promotions or other similar features, which may be subject to a separate set of rules that describe the promotion and may have eligibility requirements, such as certain age, corporate status or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid or restricted, and to determine the sponsor's requirements in connection with the applicable promotion.

#### 5. ACCEPTANCE OF TERMS: ADDITIONAL TERMS AND CONDITIONS FOR SOFTWARE.

When the User registers for or purchase Cportal.compaynet.com's services, the User may be required to agree to one or more End-User License Agreements (or "EULAs") which may include additional terms. The User will be bound by any EULA that the User agrees to.

#### 6. PRIVACY: DATA PROTECTION.

In order to provide quality services to you, we collect certain personal about you, including but not limited to the User's name, address, telephone numbers, and in some cases (where our service is co-branded with a credit card partner) credit card information. Cportal.compaynet.com also includes some use of cookies and similar automated techniques to collect information which is important to enhance and personalize the User's experience as a Compaynet customer. Our information practices are subject to Compaynet's 'Privacy Policy' (most recent version can be found on the following page <https://Cportal.compaynet.com/privacy-policy/>). The information the User submits when opening a Compaynet account and when the User transacts business via the Compaynet website may be transferred to, stored in and/or processed in the United States or any other country when such transfer, storage and/or processing are necessary to provide Compaynet services to you. By opening



a Compaynet account, the User consents to the transfer, storage and/or processing of that information in such countries. If the User objects to the User's information being transferred, stored or processed in this manner, or if the User objects to the use of cookies or to our Privacy Policy, please do not use Compaynet services.

## 7. SECURITY NOTICE: USER REGISTRATION.

The User must register on [Cportal.compaynet.com](http://Cportal.compaynet.com) in order to use certain functions of the Site, such as our app. If the User just wants to browse [Cportal.compaynet.com](http://Cportal.compaynet.com), registration is optional. During registration, the User will be required to provide contact information, consisting of an email address, username and password. The Username will be the email address with which the User will register. The User may, but are not obligated to, use the User's own name. If the User does use the User's own name, the User consents to it being passed to others by use of certain of the functions of Compaynet and the Site such as our app. Compaynet reserves the right to reject or remove any username or Display Name. For certain of our functions, such as the purchase of products and services, the User is required to provide the User's name, address and billing and credit card information. The User is required to provide accurate and complete information.

## 8. SECURITY NOTICE: MEMBER ACCOUNT, PASSWORD, AND SECURITY.

If any of the services requires the User to open an account, the User must complete the registration process by providing Compaynet with current, complete and accurate information as prompted by the applicable registration form. The User also will choose a 'password' and a 'display name.' Furthermore, the User acknowledges and agrees that: (a) The User is responsible for any and all activities that occur under the User's account and for ensuring that all such use complies fully with the provisions of this Agreement; (b) The User is responsible for protecting the confidentiality of the User's password and account information; (c) The User must notify Compaynet immediately of any unauthorized use of the User's account or any other breach of security; (d) Compaynet is not liable for any loss that the User may incur as a result of someone else using the User's password or account, either with or without the User's knowledge, and may be held personally liable for any losses incurred by Compaynet; and (e) The User may not use anyone else's account at any time, without the permission of the account holder.

## 9. SECURITY NOTICE: AGE OF USERS.

9.1 Children under the age of 13 may not use this Service and parents or legal guardians may not agree to these Terms of Use on their behalf. If we become aware that a child under 13 has provided or attempted to provide Compaynet with personal information, we will use our best efforts to remove the information permanently from our files. If the User is under the age of 18 but at least 13 years of age, the User may use [Cportal.compaynet.com](http://Cportal.compaynet.com) only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

9.2 If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

## 10. SECURITY NOTICE: UNAUTHORIZED ACCESS & ACTIVITY.

Unauthorized access and attempts to defeat or circumvent security features, to use Cportal.compaynet.com for other than intended purposes, to deny service to the Site's Users, to access, obtain, alter, damage, or destroy information, or otherwise to interfere with the Site or its operation is prohibited and all violators are subject to criminal and civil penalties and will be prosecuted to the fullest extent of the law, including criminal and civil prosecution. All traffic is logged and monitored for potential abuse. Evidence of such acts will be disclosed to law enforcement authorities, and be used for the purposes of criminal and civil prosecution.

## 11. USER CONDUCT: PROPER USE OF THIS SITE.

11.1 User shall use Cportal.compaynet.com for lawful purposes only. User shall not post or transmit through this Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Compaynet's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by the User that in Compaynet's discretion restricts or inhibits any other User from using or enjoying this Site will not be permitted. User shall not use Cportal.compaynet.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with Compaynet.

11.2 Cportal.compaynet.com contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of Cportal.compaynet.com are copyrighted as a collective work under the United States copyright laws. Compaynet owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Compaynet and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

11.3 User shall not upload, post or otherwise make available on Cportal.compaynet.com any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of this Site User automatically grants, or warrants that the owner of such material has expressly granted Compaynet the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any

copyright that may exist in such material. User also permits any other User to access, view, store, or reproduce the material for that User's personal use. User hereby grants Compaynet the right to edit, copy, publish and distribute any material made available on Cportal.compaynet.com by User.

11.5 The foregoing provisions are for the benefit of Compaynet, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

11.6 This should go without saying, but you can't use Compaynet to do or promote anything illegal. There are other industries that aren't illegal but tend to generate a lot of spam complaints. To be specific, we may not allow the following businesses or types of services to use the Cportal.compaynet.com:

Offering to sell illegal goods or services

Violating CAN-SPAM Laws

Pornography/sexually explicit content

Escort services

Pharmaceutical products

Gambling services or products

Multi-level marketing

Affiliate marketing

Make money online opportunities

Credit repair and get out of debt opportunities

Short-term / payday loan services

List brokers or list rental services

Selling "Likes" or followers for a social media platform

Content that contains information that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric, data concerning health or data concerning an individual's sex life or sexual orientation

Other information that we find, in our sole discretion, hurt our reputation or our deliverability

## 12. THE PROVISION OF SERVICES AND RESTRICTIONS OF USE.

12.1 The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not: (a) Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise); (b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (c) Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information; (d) Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto

or have received all necessary consent to do the same; (e) Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; (f) Upload files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; (g) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages; (h) Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner; (i) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; (j) Restrict or inhibit any other user from using and enjoying the Communication Services; (k) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; (l) Harvest or otherwise collect information about others, including e-mail addresses; (m) Violate any applicable laws or regulations; (n) Create a false identity for the purpose of misleading others; or (o) Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

12.2 Compaynet has no obligation to monitor the Communication Services. However, Compaynet reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Compaynet reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. Compaynet reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Compaynet's sole discretion.

12.3 Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

12.4 Always use caution when giving out any personally identifiable information in any Communication Services. Compaynet does not control or endorse the content, messages or information found in any Communication Services and, therefore, Compaynet specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized Compaynet spokespersons, and their views do not necessarily reflect those of Compaynet.

12.5 Appropriate Email Practices. All email lists contained and/or used with respect to the Service must be permission-based subscriptions. Use of a list that has been purchased or rented from a third party is prohibited. It is Your responsibility to monitor and maintain unsubscribe requests for Your list that are outside of the functionalities of the Service. Emails sent unsolicited will receive abuse complaints that will be reflected on Your account. It is Your responsibility to maintain abuse results lower than the industry standard. We reserve the right to terminate your account for, among any other reason in our sole discretion, violation of the provisions of this section.



### 13. THIRD-PARTY CONTENT.

13.1 Directory of Members – The Site contains a directory that is populated with information from third-party sources, from Members, Users and Clients themselves. Compaynet provides this directory as a convenience and does not confirm or verify the information contained in it.

13.2 Third-Party Verification and Monitoring –The Site makes available various services provided access to Member’s credentials, provide testing services, or provide information. Any information or content expressed or made available by these third parties or any other Members is that of the respective author(s) or distributor(s) and not of Compaynet. Compaynet neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement made on the Site by anyone other than authorized Compaynet employees acting in their official capacities.

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## ARTICLE 2

### DMCA COPYRIGHT POLICY AND OTHER PROPRIETARY NOTICES

### 14. NOTIFICATIONS: COPYRIGHTS AND OTHER PROPRIETARY INFORMATION.

Each and every item and component found on or available via download through Cportal.compaynet.com, including but not limited to manuscripts, written materials, text, graphics, logos, software, databases, icons, images, audio and video clips, is the exclusive proprietary property of Compaynet and is protected under the International treaties and copyright laws of the United States. The software on Cportal.compaynet.com may be used as a resource while accessing Cportal.compaynet.com, and their Content, but may not be used for any other purpose whatsoever. Any other use is prohibited and will constitute an infringement upon the proprietary rights of Compaynet or its respective owner.

### 15. NOTIFICATIONS: TRADEMARKS.

The Site URL, Cportal.compaynet.com, and its logos are the trademark of Compaynet, and any use of the Compaynet trademark in connection with any product or service that do not belong to Compaynet, unless otherwise authorized in a written license agreement, will constitute an infringement upon the trademark rights of Compaynet and actionable under the Norway Trademark Laws, International Trademark Laws, and the Trademark or equivalent laws of other countries. All other trademarks,





brands, and names are the property of their respective owners. Except as expressly specified in these terms and legal restrictions, nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, copyright or any proprietary rights of Compaynet or any third party. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example

## 16. AUTHORIZED USES & RESTRICTIONS: COPYRIGHTS & OTHER PROPRIETARY RIGHTS.

16.1 The User hereby acknowledges and agrees that: (a) The information, data, and any materials (the 'Content') available on Cportal.compaynet.com and affiliate websites ('Affiliates') are the copyrighted works and exclusive property of Compaynet and Affiliates, respectively; (b) The Content may contain proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties; (c) The Content available on Cportal.compaynet.com and Affiliates may not be sold, reproduced, or distributed without the written permission of their respective owners; (d) Any unauthorized use of the Content may violate copyright, trademark and other laws; (e) Any third-party trademarks, service marks and logos are the property of their respective owners; and (f) Any further rights not specifically granted herein are reserved.

16.2 AND IN ADDITION Compaynet hereby authorizes the User: (a) To view and make a single copy of portions of its Content for offline, personal, non-commercial use; and (b) To use such Content within the User's organization covered by any current products or service agreements between the User or User's organization and Compaynet.

16.3 AND FURTHERMORE, the User hereby acknowledges and agrees that: (a) The Content cannot be modified or revised in any manner; (b) Authorized copies of the Content must retain all copyright and other proprietary notices contained in the original Content; (c) No other use of the Content is authorized; and (d) Any violation of the foregoing may result in civil and/or criminal liabilities.

## 17. DISCLAIMERS: HYPERLINKS AND EXTERNAL CONTENT.

The User acknowledges and agrees that: (a) Cportal.compaynet.com, the Content, contain links to other Internet sites that are owned and operated by third parties; (b) Such links are not endorsements of any products or services in such sites, and no information in such sites have been endorsed or approved by Compaynet; (c) Compaynet is not responsible for such products, services, and information; and (d) Compaynet makes no representations and are not responsible for the availability of, or content located on or through, these third party sites.

## 18. UNSOLICITED IDEA SUBMISSION POLICY.

Compaynet or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when products or marketing strategies of Cportal.compaynet.com might seem similar to ideas submitted. So please do not send your unsolicited ideas to Compaynet. If, despite our request

that you not send us your ideas and materials, you still send them, please understand that Compaynet makes no assurances that your ideas and materials will be treated as confidential or proprietary.

#### 19. SUBMISSION OF COMMENTS & FEEDBACK: ASSIGNMENT OF RIGHTS.

The User acknowledges and agrees that: (a) All comments, feedback, information or materials submitted to Cportal.compaynet.com through or in association with this Compaynet shall be considered non-confidential and the property of Compaynet; examples of these types of materials include but are not limited to company logos or other images, website URLs, and any other publicly accessible or readily available identifying material; (b) By submitting such comments, information, feedback, or materials to this Site or Compaynet, the User agree to a royalty free, irrevocable assignment to Compaynet of worldwide rights to use, copy, modify, publish, display and distribute the submissions worldwide; (c) Cportal.compaynet.com may use such comments, information or materials in any way it chooses in an unrestricted basis; and (d) The User confirms and warrants that the User has the required authority to grant the above license to Compaynet.

#### 20. COPYRIGHT INFRINGEMENT: REPEAT INFRINGERS.

20.1 We respect the intellectual property rights of others, and we prohibit users from uploading, posting or otherwise transmitting on Cportal.compaynet.com or by use of any of our services any materials that violate another party's intellectual property rights.

20.2 It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users who may repeatedly infringe or violate the copyrights or other intellectual property rights of any party.

#### 21. NOTIFICATION OF ALLEGED COPYRIGHT INFRINGEMENT.

21.1 If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide our Copyright Agent with the following information: (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) A description of the copyrighted work or other intellectual property that you claim has been infringed; (c) A description of where the material that you claim is infringing is located on the website, with enough detail that we may find it on the website; (d) Your address, telephone number, and email address; (e) Your statement that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (f) Your statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

21.2 Cportal.compaynet.com's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By Mail: Compaynet Ltd, of 1st Floor, Sackville House, 143-149 Fenchurch Street, London, England, EC3M 6BN.

By email: [info@Cportal.compaynet.com](mailto:info@Cportal.compaynet.com)

## ARTICLE 3

### WARRANTY DISCLAIMERS & LIABILITY LIMITATIONS

The User understands, acknowledges and agrees that the User is solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Compaynet's part to store, backup, retain, or grant access to any information or data for any period.

Compaynet has implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information, or information about the entity that you represent, at your own risk.

#### 22. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY: OUR PROVISION OF SERVICE.

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22.2 CPORTAL.COMPAYNET.COM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

22.3 SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

22.4 LIMITATION OF LIABILITY – THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT COMPAYNET IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.

22.5 THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE USER AND COMPAYNET, AND/OR AFFILIATES. COMPAYNET WOULD NOT PROVIDE Cportal.compaynet.com AND INFORMATION WITHOUT SUCH LIMITATIONS. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER ARE MADE AS TO THE ACCURACY,

ADEQUACY, RELIABILITY, CURRENTNESS, COMPLETENESS, SUITABILITY OR APPLICABILITY OF THE INFORMATION TO A PARTICULAR SITUATION.

22.6 IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, COMPAYNET, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN CPORTAL.COMPAYNET.COM, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

22.7 IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF COMPAYNET IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

22.8 SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 23. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY: THE CONTENT.

23.1 Compaynet has attempted to provide accurate Content but assumes no responsibility for the accuracy and completeness of that information or materials. In furtherance of the intent to provide accurate Content, Compaynet may make changes to the Content at any time without notice. However, by the declaration of this intent Compaynet does not make any specific commitment to update the Content, and as a result may be out of date.

23.2 DISCLAIMER OF WARRANTIES – THE USER UNDERSTANDS AND AGREES THAT THE USE BY THE USER OF COMPAYNET IS ENTIRELY AT THE USER’S OWN RISK. SPECIFICALLY STATED, THE INFORMATION OBTAINED FROM OR THROUGH COMPAYNET, THE CONTENT, AND AFFILIATES IS PROVIDED “AS-IS,” “AS AVAILABLE,” AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). TAKE NOTICE THAT THE INFORMATION MAY CONTAIN ERRORS, PROBLEMS OR OTHER LIMITATIONS.

23.3 SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

23.4 LIMITATION OF LIABILITY – THE USER UNDERSTANDS AND AGREES THAT COMPAYNET IS NOT LIABLE FOR ANY DAMAGES INCURRED BY THE USER OR BY ANY THIRD PARTY RESULTING FROM THE USE OF INACCURATE INFORMATION CONTAINING ERRORS, PROBLEMS OR OTHER LIMITATIONS; AND SUCH USE WAS BY THE USER OR BY SUCH THIRD PARTY OBTAINING ACCESS TO SAID USE THROUGH THE USER, WITH OR WITHOUT THE KNOWLEDGE OF OR THE CONSENT GIVEN BY THE USER AND WITH OR WITHOUT THE KNOWLEDGE OF OR THE AUTHORIZATION GIVEN BY COMPAYNET, OR THE USE WAS BY ANOTHER USER, GIVEN AUTHORIZED ACCESS BY COMPAYNET OR OBTAINED UNAUTHORIZED ACCESS WITH OR WITHOUT THE KNOWLEDGE OF THE USER OR COMPAYNET; AND NEITHER THE USER

NOR THE THIRD PARTY OBTAIN ANY RIGHTS, FOR ANY CLAIMS OR ANY REMEDIES, AND FOR ANY AMOUNT OR TO ANY EXTENT AGAINST COMPAYNET.

23.5 COMPAYNET ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE). IRREGARDLESS WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

23.6 THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE USER AND COMPAYNET, AND/OR AFFILIATES. COMPAYNET WOULD NOT PROVIDE CPORTAL.COMPAYNET.COM AND INFORMATION WITHOUT SUCH LIMITATIONS. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER ARE MADE AS TO THE ACCURACY, ADEQUACY, RELIABILITY, CURRENTNESS, COMPLETENESS, SUITABILITY OR APPLICABILITY OF THE INFORMATION TO A PARTICULAR SITUATION.

23.7 FURTHERMORE, IN NO EVENT SHALL COMPAYNET, OR AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF COMPAYNET, THE CONTENT, AFFILIATES, OR ANY LINKED THIRD-PARTY WEBSITE, OR THE MATERIALS, INFORMATION, OR SOFTWARE CONTAINED AT ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF USE, BY THE USER, OF COMPAYNET, THE CONTENT, AFFILIATES, THE MATERIALS, INFORMATION, OR SOFTWARE ON ANY SUCH WEBSITES RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, THE USER ASSUMES ALL COSTS THEREOF. FURTHERMORE, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN COMPAYNET, THE CONTENT, OR AFFILIATES ARE DISCLAIMED.

23.8 IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF COMPAYNET IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

23.9 SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### 24. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY: THE WEBSITE SOFTWARE.

24.1 WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT.

24.2 DISCLAIMER OF WARRANTIES – EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, COMPAYNET HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER



EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

24.3 IF THE SOFTWARE COMPANY MAKES AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. COMPAYNET DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES.

24.4 SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

24.5 LIMITATION OF LIABILITY – IN NO EVENT SHALL COMPAYNET AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE.

24.6 THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE USER AND COMPAYNET, AND/OR AFFILIATES. COMPAYNET WOULD NOT PROVIDE THIS SOFTWARE WITHOUT SUCH LIMITATIONS. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER ARE MADE AS TO THE ACCURACY, ADEQUACY, RELIABILITY, CURRENTNESS, COMPLETENESS, SUITABILITY OR APPLICABILITY OF THE INFORMATION TO A PARTICULAR SITUATION.

24.7 IN NO EVENT WILL COMPAYNET, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING CPORTAL.COMPAYNET.COM OR THE COMPAYNET SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE CPORTAL.COMPAYNET.COM. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON CPORTAL.COMPAYNET.COM.

24.8 IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF COMPAYNET IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

24.9 SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## ARTICLE 4

### GENERAL PROVISIONS

#### 25. HEADINGS.

Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

#### 26. WAIVER.

The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself; otherwise, no resulting waiver, that are not made in writing, by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

#### 27. NOTICES AND COMMUNICATIONS,

27.1 Communications from Compaynet to the User – Unless the User otherwise indicate in writing to Customer Support, Compaynet and Affiliates will communicate with the User by email or by posting communications on the Site. The User consents to receive communications from Compaynet electronically and the User agrees that these electronic communications satisfy any legal requirement that such communications be in writing. The User will be considered to have received a communication when Compaynet sends it to the email address the User has provided to Compaynet on the Site, or when Compaynet posts such communication on the Site. The User must keep the User's email address updated on this Site, and the User must regularly check this Site for postings. If the User fails to respond to an email message from Compaynet regarding violation, dispute or complaint within two Business Days, Compaynet has the right to terminate or suspend the User's Job or the User's Account.

27.2 Communications from the User to Compaynet – All notices to Compaynet or Affiliates intended to have a legal effect must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the following address. Such notices will not be deemed as accepted until Compaynet acknowledges receipt in writing.

COMPAYNET SERVICES, LLC, PO Box 110163, Research Triangle Park NC 27709 U.S.A., Attn: General Counsel.



## 28. FORCE MAJEURE.

Neither party will be responsible for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of god, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, service outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures, failures of third party service providers (including providers of internet services and telecommunications). The party affected by any such event shall notify the other party within a maximum of FIFTEEN (15) days from its occurrence. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this Agreement.

## 29. TERMINATION OF USE.

Compaynet may, in its sole discretion, terminate or suspend the User's access to all or part of Cportal.compaynet.com, for breach of the terms of this Agreement, or any conduct by the User which Compaynet, in its sole discretion, considers to be unacceptable. The terms of this Agreement will continue to apply in perpetuity until terminated by either the User or Compaynet without notice at any time for any reason. In the event this Agreement is terminated, the restrictions regarding the materials appearing on Cportal.compaynet.com, Affiliates, and any linked third-party website and the representations and warranties, indemnities, and limitation of liabilities set forth in this Agreement shall survive any such termination.

## 30. TERM; TERMINATION AND SUSPENSION.

30.1 This Agreement will become effective upon the User's first visit to the Site and for the duration of the User's visit or use of the Site. The terms of this Agreement will continue to apply in perpetuity until terminated. Unless both the User and Compaynet agree otherwise in writing, either party may terminate the contract represented by this Agreement in our sole discretion, at any time, without explanation, upon written notice. In the event the User properly terminates the contract represented by this Agreement, the User's Account is automatically terminated and (i) Compaynet will continue to perform those services necessary to complete any open transaction between the User and another Member; and (ii) the User will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination to Compaynet for any Site Services and to any Member and Member Services.

30.2 Without limiting Compaynet's other remedies, Compaynet may issue a warning, or temporarily suspend, indefinitely suspend or terminate the User's access, Account or a Job, and refuse to provide any or all Site Services to the User if: (a) the User breaches the letter or spirit of any terms and conditions of this Agreement; (b) Compaynet suspects or becomes aware that the User has provided false or misleading information to Compaynet; or (c) Compaynet believes in its sole discretion that the User's actions may cause legal liability for the User, other Users, Members, Clients or for Compaynet or are contrary to the interests of the Site or the Compaynet user community. Once indefinitely suspended or terminated, the User must not continue to use the Site under the same Account, a different Account, or reregister under a new Account.

30.3 Without limiting Compaynet's other remedies, if the User engage in actions or activities that circumvent the Compaynet Site or otherwise reduce fees owed Compaynet under this Agreement, the User must pay Compaynet for all fees owed to Compaynet and reimburse Compaynet for all losses



and costs (including any and all Compaynet employee time) and reasonable expenses (including attorney fees) related to investigating such breach and collecting such fees. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

30.4 Compaynet will notify the User if Compaynet cancels the User's Account, unless in our judgment giving notice would cause a risk of further violation or damages. However, Compaynet will notify the User that the User's Account will be canceled if the law requires such notification. The User's acknowledges and agrees that the value, reputation and goodwill of the Site depend on transparency of Member Account status to all Members, including the Clients and other Members who are participating in Jobs with the User. The User therefore agree as follows: IF COMPAYNET SUSPENDS OR TERMINATES THE USER'S ACCOUNT OR JOB, COMPAYNET HAS THE RIGHT BUT NOT THE OBLIGATION TO (1) NOTIFY OTHER MEMBERS ENGAGED IN ACTIVE JOBS WITH THE USER TO INFORM THEM OF THE USER'S SUSPENDED OR TERMINATED ACCOUNT OR JOB STATUS, AND (2) PROVIDE THEM WITH SUMMARY REASONS FOR THE ACTION.

30.5 When the User's Account is terminated for any reason, the User will no longer have access to data, messages, files and other material the User keeps on the Site. If practicable, Compaynet will retain this information along with all your previous posts and proposals for a period of one year from the date of termination, to give the User ample time to institute an appeal our decision. If the User appeals our decision through that process within one year, Compaynet will retain the User's information until such dispute is resolved. If the User fails to appeal Compaynet's decision within one year, Compaynet may delete the User's information including data, messages, files and other material the User keep on the Site.

30.6 Surviving Provisions – In the event this Agreement is terminated Sections 14., 15., 16., 17., 18., 19., 20., 21., 22., 23., 24., 25., 26., 27., 28., 29., 30., 32., 33., 35., 36., and 37. and the 'Privacy Policy' shall survive any termination or expiration of this Agreement.

### 31. INTERNATIONAL USE.

We make no representation that content on Cportal.compaynet.com is appropriate or available for use in locations outside the United States. If the User chooses to access Cportal.compaynet.com from a location outside the United States, the User does so on the User's own initiative and the User is responsible for compliance with local laws.

### 32. INDEMNIFICATION.

The User agrees to defend, hold harmless and indemnify Compaynet and Affiliates from and against any and all losses, costs, expenses, damages or other liabilities (including reasonable attorneys' fees and costs) incurred by Compaynet or Affiliates, and their respective directors, officers, employees and agents, arising from or related to any cause of action, claim, suit, proceeding, demand or action brought by a third party against Compaynet or an Affiliate: (a) in connection with your use of the Site Services, including any payment obligations incurred through use of the Site Services; or (b) resulting from: (i) your use of the Site; (ii) your decision to supply credit information via the Site, including personal financial information; (iii) your decision to submit postings and accept offers from other Members; (iv) any breach of contract or other claims made by Members with which you conducted



business through the Site; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vi) your dispute of or failure to pay any invoice or make any other payment; (vii) your obligations to another User, including payment obligations; or (viii) arising out of the use of Compaynet by the User or the User's Account.

### 33. DISPUTES AND BINDING ARBITRATION.

33.1 Informal Dispute Resolution – Before filing a Claim for arbitration or otherwise seeking relief in a court of law, the User agrees to first contact Compaynet at [info@cportal.compaynet.com](mailto:info@cportal.compaynet.com) to inform Customer Support of the users complaint and seek resolution. This notice of dispute must include: the User's name, pertinent account information, a brief description of the dispute, and contact information so that Compaynet may evaluate the dispute and attempt to informally resolve same. Compaynet will have 60 days from the date of the original complaint to informally resolve the dispute, which if successful will avoid the need for further action.

33.2 Binding Arbitration – Notwithstanding Section 32.1, above, the User agrees that any disputes or claims that the User may have against Compaynet will be (except as stated below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. The User's arbitration fees and the User's share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Compaynet will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and will provide a statement of reasons if requested by a party. Except as otherwise provided in this Agreement, the User and Compaynet may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. THE USER UNDERSTANDS THAT ABSENT THIS PROVISION, THE USER WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE THE RIGHT TO A JURY TRIAL.

### 34. NON-EXCLUSIVITY.

Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

### 35. CHANGES TO THE TERMS.

Compaynet reserves the right to modify these terms from time to time at its sole discretion and without any notice. Changes to these terms become effective on the date they are posted, and the User's continued use of [Cportal.compaynet.com](http://Cportal.compaynet.com) after such changes will signify and imply that the User agreed to be bound by them.

### 36. CHOICE OF LAW, JURISDICTION, VENUE AND FORUM FOR RESOLVING DISPUTES.

36.1 The User agrees that the laws of the State of Delaware, United States, govern these Terms of Use, its subject matter, your use of Cportal.compaynet.com, and any claim or dispute that the User may have against Compaynet, without regard to its conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

36.2 The User further agrees that any disputes or claims that the User may have against Compaynet will be resolved by a court located in the State of Delaware, United States, and the User agrees and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. BY AGREEING TO THESE TERMS OF USE, THE USER is: (A) WAIVING CLAIMS THAT THE USER MIGHT OTHERWISE HAVE AGAINST Compaynet BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (B) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN THE STATE OF DELAWARE, UNITED STATES, OVER ANY DISPUTES OR CLAIMS THE USER HAS WITH US; AND (C) SUBMITTING ITSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

### 37. CANCELING YOUR ACCOUNT

Your Compaynet Premium Account will continue in effect unless and until you cancel your Premium Account or we terminate it. You must cancel your Premium Account before it renews each month or year in order to avoid billing of the next month's or year's fees to your credit card. Compaynet will bill the monthly or yearly fees associated with your Premium Account to the credit card you provide to us during registration (or to a different credit card if you change your account information).

Compaynet Premium Accounts are prepaid and are non-refundable. Compaynet does not provide refunds or credits for any partial months or years. You may cancel your Compaynet Premium Account at any time, and cancellation will be effective immediately but you will retain access to the features that came with your Premium Account through the remainder of the period already paid. In order to treat everyone equally, no exceptions will be made.

If you wish to cancel your Premium Account you may do so via your "Account Settings > Manage Subscription" page. Should you elect to cancel your Premium Account, please note that you will not be issued a refund for the most recently (or any previously) charged monthly fees.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) income taxes. You agree to pay for any taxes that might be applicable to your use of the Compaynet Service or payments made by you in connection with your use of the Compaynet Service.

By signing up for a Compaynet Premium Account and providing Compaynet with your payment account information, you hereby agree to these payment terms and conditions.

### 38. ENTIRE AGREEMENT: SEVERABILITY AND INTEGRATION

This Agreement and any supplemental terms, policies, rules and guidelines posted on Cportal.compaynet.com constitutes the entire agreement between the User and Compaynet and



supersede all previous written or oral agreements. The User may be subject to additional terms and conditions when the User uses, purchases, or accesses other services, Affiliate services or third-party content or material. If any provision of this Agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in force. This contains the entire Agreement between the User and Compaynet concerning the use by the User of Cportal.compaynet.com, the Content, and Affiliates.

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