

Terms and Conditions of Use

These E Time System Agent Terms and Conditions of Use (the “Terms”) are an addendum (hereinafter referred to as the “Addendum”) to the E Time System Agent agreement (the “Agreement”) you previously signed. The acceptance of these Terms constitutes a legal agreement between you, the Agent and E Time System Inc and all of its affiliates and subsidiaries (“E Time System”). The E Time System Agent website (referred to hereinafter as the “Site”) is a web based transaction processing service provided by E Time System. Use of the Site and any E Time System proprietary software (the “Software”) is subject to compliance with the terms and conditions (referred to hereinafter as “Terms”) set forth below in addition to all applicable laws and regulations. For the purposes of this document, the term “Site” refers to the E Time System Agent Site and the information, content, and services it provides.

This Agreement applies only to the Sites and Services offered through it and the Products and services offered through other websites (including without limitation the payment services offered at payupcenter.com, and www.paynowusa.com).

1. Accepting the Terms

1.1. Please read these Terms carefully before accessing or using the Site. By accessing, browsing, and/or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use the Site. The material provided on the Site is protected by law, including, but not limited to, United States Copyright Law. The Site is controlled and operated by E Time System from its offices within the United States. E Time System makes no representation that materials in the Site are appropriate or available for use in other locations. Accessing the Site from locations outside of the United States is strictly prohibited.

1.2. This Addendum will automatically terminate if and when you fail to comply with any term herein or at E Time System’s sole discretion. No notice shall be required from E Time System to effect the termination specified in the preceding sentence. You may also terminate this Addendum at any time by notifying E Time System in writing of termination in accordance with termination provisions contained in the Agreement. Upon any termination of this Addendum, your license, as outlined in Section 8.2, shall terminate and you shall immediately discontinue use of the Software and the Site. Upon any

termination of this Addendum, you must cease any further use of the Software and delete/destroy any copies of the Software (including all elements thereof such as documentation) within your possession and control.

1.3. This Addendum is personal to you and may not be assigned to any other third party by you without E Time System's express written consent. You are prohibited from allowing anyone other than your employees to utilize the Site. This Addendum shall be binding upon you and upon any of your employees who use the Site (collectively "Users"). You agree that you are responsible for informing all Users of the Site of the binding application of this Addendum, and all provisions contained herein, to such Users. E Time System may assign this Agreement without your approval.

2. Provision of Site

2.1. E Time System continually updates the Site in order to enhance the experience for Users and/or the options for consumers. E Time System may periodically update the associated Software. You acknowledge and agree that the form and nature of the Site and Software which E Time System provides may change from time to time without prior notice to you.

2.2. As part of this update process, you acknowledge and agree that E Time System may stop (permanently or temporarily) providing the Site to Users at the sole discretion of E Time System.

2.3. You agree to only access the Site from your Agent retail location where the Terminal(s) ("Terminal(s)") are registered with E Time System to process transactions for consumers related to the service. Usage of the Site is prohibited outside of the Agent retail location where the Terminal(s) are registered with E Time System. The registration process requires you to contact E Time System the first time you access the Site. E Time System will assist you with any download of the Software and registration. You specifically agree not to access or attempt to access any of the content or services that may be offered within the Site through any automated means (including the use of scripts or web crawlers).

2.4. Any trademarks, logos, and service marks displayed related to the Site and the Software are the property of E Time System or other third parties. Unless expressly authorized by E Time System, you are not authorized to reproduce, copy, store, publicly display, modify, translate, publish, sublicense, assign,

transfer, sell, create derivative works or otherwise distribute any content associated with the Site and the Software.

3. Use of the Site

3.1. In order to access the Site, you may be required to provide information (such as identification or contact details) about Users as part of the registration process for the Site, or as part of your continued use of the Site. You agree that any registration information you give E Time System will always be accurate, correct, and up-to-date.

3.2. You agree to use the Site only for the purposes that are permitted by (a) the Agreement, including this Addendum, (b) the Terms, and (c) any applicable law or regulation.

3.3. You understand that there are minimum system requirements that must be met to access and use the Site. These requirements are provided as part of the registration process and can be accessed online in the Site and may be changed from time to time.

3.4. You acknowledge and agree that access and usage of the Site may require the installation of Software (see Section 8 below) on each Terminal that will access and process transactions via the Site. Any such Software will be designed for operating systems specified per 3.3 above, and limits access to the Site to those systems only. The Software may be used to authorize the Terminal for use with the Site when accessing the Site. The Software MUST be installed and MUST be functional in order to access the Site. Failure to install and use (in the manner for which it was intended) the Software will result in denial of access to the Site.

3.5. You are required to take necessary precautions to mitigate the possibility of causing malicious activity to the Site. You also acknowledge and agree that you are:

- Responsible for the procuring of, installation, and usage of up to date anti-virus, anti-malware, and anti-spyware software on all Terminals that will access the Site;

- Responsible for applying all vendor required updates to the operating system installed on the Terminal that will access the Site;

- Responsible for securing and protecting all User account information. This includes User logins and passwords, security questions and answers, PIN's, codes, and other information communicated to or from you or E Time System related to performance of, usage of, or access to the Site that is reasonably deemed sensitive or confidential.

3.6. You understand that any information available from the Site is for the sole purposes related to performance of, usage of, or access to the Site and should not be shared with any third parties without the express written consent of E Time System. This includes, but is not limited to, biller and/or consumer information such as names, account details, and other Transaction information.

3.7. You agree that you will not engage in any activity that interferes with or disrupts the Site (or the servers and networks which are connected to the Site).

3.8 You agree that you will not utilize the Site to conduct any fraudulent transaction or other similar activity.

3.9. You agree that you are solely responsible for (and that E Time System has no responsibility to you or to any third party) any breach of your obligations under the Terms and for the consequences (including any loss or damage which E Time System may suffer) of any such breach.

3.10. You understand that each Terminal accessing the Site must have a working printer AND must print legible receipts made available from the Site for the consumer. You understand that if the Terminal or printer is not fully functional that you must NOT accept or process any Transactions.

3.11. You understand that Transactions processed thru the Site must only be funded with tender specified as available for a given payment within the Site and outlined in your Agreement. Notwithstanding the foregoing, you understand that you are fully liable for any foreign or counterfeit cash, any checks, money orders, debit/credit cards, or any other form of tender you accept as payment for Transactions when not specified in your Agreement.

4. Passwords and Account Security

4.1. E Time System shall provide you with use of an administrative account (“Account”) that includes the ability to add Users. You agree and understand that you are responsible for managing and maintaining the Users’ accounts and the confidentiality of passwords associated with any account assigned or utilized by you or your Users to access the Site. You must deactivate Users through the Account who are inactive on the Site. E Time System reserves the right to deactivate your Account and any Users at any time. Improper use of the Account and/or improper use of any User’s access to the Account are grounds for immediate termination of the Addendum and/or the Agreement.

4.2. Accordingly, you agree that you will be jointly and severally responsible to E Time System for all activities that occur under the Account, including but not limited to Users.

4.3. If you become aware of any unauthorized use of your password of the Account, including but not limited to User passwords, you agree to notify E Time System Customer Service immediately.

4.4. E Time System reserves the right, in its sole discretion, to terminate or refuse your access to the Site, or any portion thereof, without notice, if E Time System believes that conduct associated with the Account violates these Terms or applicable law or is harmful to the interests of E Time System, its affiliates, billers, or other users of the Site.

4.5. You acknowledge and agree that if E Time System disables access to the Account, you and Users may be prevented from accessing the Site, the Account details, or any files or other content which is contained in the Account.

5. Exclusion of Warranties

5.1. You expressly understand and agree that your use of the Site is at your sole risk and that the Site is provided “as is” and “as available.”

5.2. In particular, E Time System DOES NOT represent or warrant that:

- Use of the Site will be uninterrupted, timely, or free from error.
- Any information obtained as a result of use of the Site will be accurate or reliable.

5.3. Any material downloaded, including the Software, or otherwise obtained through the use of the Site is done at your own discretion and risk and you are solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

5.4. No advice or information, whether oral or written, obtained by you from E Time System or through or from the Site shall create any warranty not expressly stated in the Terms.

6. Site Content

6.1. The Site may include hyperlinks to other web sites, content, or resources. E Time System may not have control over any other web sites or resources which are provided by companies or persons other than E Time System.

6.2. You acknowledge and agree that E Time System is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products, or other materials on or available from such web sites or resources.

6.3. You acknowledge and agree that E Time System is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

6.4. Reproduction in whole or in part of any content contained on this Site without prior written permission from E Time System is prohibited. You agree not to reverse engineer, decompile, copy, or

adapt any software or other code or scripts forming part of the Site nor attempt to transmit to or via the Site any information that contains a virus, worm, Trojan horse, or other harmful or disruptive component.

7. Changes to the Terms

7.1. E Time System may modify these Terms at any time, and such modifications shall be effective immediately upon posting of the modified Terms on the Site. When these changes are made, E Time System will make a new copy of the Terms available. Notwithstanding prior acceptance of these terms, E Time System may, at its sole discretion, prevent access to the site until the Terms are explicitly accepted again.

7.2. You understand and agree that if you use the Site after the date and time on which the Terms have changed, E Time System will treat your use as acceptance of the updated Terms.

8. Additional Terms for Software

8.1. FUNCTIONS: The Software may consist of one or more downloadable software applications necessary to use the Site, such as applications to validate that the Terminal is allowed to access the Site.

8.2. GRANT OF LICENSE. E Time System hereby grants to you a limited non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance with the Terms herein for the duration of the Addendum; provided, however, that E Time System may revoke such license at any time. The Software and any documentation accompanying this license, whether in read-only or in any other form, are licensed, not sold, to you by E Time System for use hereunder, and E Time System reserves all rights not expressly granted to you hereunder. The rights granted herein are limited to E Time System's and its licensors' intellectual property rights in the Software and do not include any other intellectual property rights. You may own the medium on which the Software is downloaded but E Time System and/or E Time System's licensor(s) retain ownership of the Software itself. The terms of this license will govern any software upgrades provided by E Time System that replace and/or supplement the Software issued, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

8.3. LICENSE RESTRICTIONS.

8.3.1 You may not: (i) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law), or create derivative works based upon the Software; (ii) resell, rent, lease, or make any similar commercial use of the Software; (iii) utilize the Software for any purpose other than as outlined herein; or (iv) remove any proprietary notices or labels on the Software. Any such forbidden use shall immediately terminate your license to the Software.

8.3.2 You agree that you shall only use the Software in a manner that complies with all applicable laws and regulations in the jurisdictions in which you use the Software, including, but not limited to, applicable laws and regulations concerning copyright and other intellectual property rights, and any other applicable laws and regulations. The features, as applicable, of the Software are intended only for use with the Site to which you are permitted lawful access and use as allowed herein.

8.3.3 You may not use the Software, by itself or in conjunction with any device, program, or service, to attempt to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

8.4. TITLE. Title, ownership, rights, and all intellectual property rights in and to the Software shall remain with E Time System. The Software is protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Software shall be retained by the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content.

8.5. NO WARRANTIES. YOU UNDERSTAND AND AGREE THAT THE SOFTWARE IS PROVIDED "AS IS" AND E TIME SYSTEM, ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. E TIME SYSTEM, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE, OR THAT THE SOFTWARE WILL MEET ANY USER'S REQUIREMENTS. USE OF THE SOFTWARE IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SOFTWARE.

8.6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL E TIME SYSTEM OR ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF E TIME SYSTEM, ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, E TIME SYSTEM'S, ITS AFFILIATES', SUBSIDIARIES' SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE (IF ANY). Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

8.7. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless E Time System, its affiliates, subsidiaries, officers, directors, employees, consultants, agents, billers, consumers, suppliers, and resellers from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorney's fees) arising from (i) your use of the Software and/or Site, (ii) your violation of this Addendum, (iii) the infringement or violation by you or any other User of the Account, of any intellectual property or other right of any person or entity, and (iv) any breach of confidentiality of information, whether or not intentional, that is determined to be caused by you or your Users.