

TERMS OF SERVICE

Effective Date: June 30, 2016

INTRODUCTION

Vanco Payment Solutions, Inc. and Vanco Payment Solutions, LLC (collectively, "Vanco"), and any and all entities that control, are controlled by, or are affiliated with Vanco are collectively referred to herein as "we," "us" or "our". This Notice applies to the Give+ Application (the "App") and how we collect information about you and your use of the App. We may collect information either automatically by the App or when you enter the information.

PLEASE READ THESE TERMS OF SERVICE AND THE PRIVACY NOTICE CAREFULLY BEFORE USING THE APP. These Terms are a legal contract between you and Vanco, and govern your use of the App. By using the App, you are agreeing to all of the Terms; if you do not agree with any of the Terms, do not access or use the App or any services or information contained on it.

By using this App, you represent, acknowledge and agree that you are at least 18 years of age. If you are not at least 18 years old, you may not use the App at any time or in any manner or submit any information to the Vanco or the App. If you are accepting these Terms on behalf of a legal entity, then you represent and warrant that you have the authority to do so and that your acceptance of the Terms on behalf of the legal entity is legally binding.

NOTE: THESE TERMS CONTAIN AN ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND LIMITATIONS OF LIABILITY THAT AFFECT YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO ANY DISPUTE BETWEEN YOU AND VANCO OR OUR AFFILIATES.

1. CHANGES

Please note that we may change these Terms from time to time by posting an updated version of the Notice to the Apple iTunes store. It is your obligation to review these Terms from time to time and to review updates that are posted on the App. If we make a material change to the way in which we collect, use, or share your personal information, we will post the changes on the Apple iTunes store. If the changes are significant, we will provide a more prominent notice. Please refer to these Terms regularly. Your use of the App following any such notice will signify and constitute your assent to and acceptance of the revised Notice.

2. USE OF MATERIALS

We or our licensors own all content and materials on the App, including, without limitation, all trademarks, service marks, trade names, trade dress, and copyrights. Material from the App may not be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work, or otherwise used for public or commercial purposes without the express non-electronic written permission of Vanco. You may not use material from the App for public or commercial purposes or in any way that is unlawful or harms us or any other person or entity, as determined in our sole discretion.

3. MOBILE APP

To use the App you must have a mobile device that is compatible with the mobile service. We do not warrant that the App will be compatible with your mobile device. We hereby grant to you a non-exclusive, non-transferable, revocable license to use an object code copy of the App for one registered account on one mobile device owned or leased solely by you. You may not: (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third-party or use the App to provide time sharing or similar services for any third-party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that we may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the App or any copy thereof, and Vanco and its third-party licensors or suppliers retain all right, title, and interest in and to the App (and any copy of the App). Standard carrier data charges may apply to your use of the App.

- You acknowledge that these Terms are between you and Vanco only, and not with Apple, Inc. ("Apple").
- Your use of Vanco's iOS App must comply with Apple's then-current Apple iTunes store Terms of Service.

- Vanco, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that Vanco, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that Vanco, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).

The parties agree that Apple and Apple’s subsidiaries are third-party beneficiaries to these Terms as they relate to your license of Vanco’s iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

4. GEOLOCATION TERMS

The Services may include and make use of certain functionality and services provided by third-parties that allow Vanco to include maps, geocoding, places and other content as part of the Services (the “Geolocation Services”). Your use of the Geolocation Services is subject to the third-parties then current Terms of Use and by using the Geolocation Services, you are agreeing to be bound by the third-parties Terms of Use.

5. ELECTRONIC COMMUNICATIONS

By using the App or the services provided on or through the App, you consent to receiving electronic communications from Vanco. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the App or services provided on or through the App. These electronic communications are part of your relationship with Vanco. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

6. REGISTRATION INFORMATION AND SECURITY

Some areas of the App may require you to be or become a registered user of the App. When and if you register for a user account (“Account”), you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address, through your religious organization) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your Account and your use of the App. Your username will be the email address you provide during the registration process. To change your username, you will need to contact the religious organization to which you have linked your Account or made a donation. As part of the registration process, you may be asked to select a password. You will not transfer or resell your use of or access to the App to any third party. You are entirely responsible for maintaining the confidentiality of your password and for any and all activities (including purchases, as applicable) that are conducted through your Account. **WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH ANY OF THE FOREGOING OBLIGATIONS.**

Any modification or disabling of the App or your Account will be done at our sole and absolute discretion and without an ongoing obligation or liability to you, and your use of the App or Account does not entitle you to the continued provision or availability of the App or Account. Upon termination, you will have no further access to, and we may delete, any information or content submitted to us via the App or your Account. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of your access to our App and to your Account.

7. RESTRICTIONS

Unless you have first obtained our non-electronic consent in each instance, you may not:

- a. use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the App, or for purposes of registering for any promotions offered through the App;
- b. take any action that imposes an unreasonable or disproportionately large load on the App's infrastructure;
- c. use any device, software, or routine to interfere or attempt to interfere with the proper working of the App or any activity being conducted on the App;
- d. use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the App to harvest or otherwise collect information from the App;
- e. allow any other person or entity to use your username or password, and you acknowledge that we may fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity of anyone providing any such information or materials;
- f. attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App; or
- g. violate any law, contract, or intellectual property right, or commit a tort. It is our policy to terminate in appropriate circumstances any (if any) account or right of access for repeated infringement, and we reserve the right to terminate your account or access for even one violation.

You further agree not to violate or attempt to violate the security of the App, including, without limitation:

- i. accessing data not intended for you or logging into a server or account that you are not authorized to access;
- ii. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures of the App without proper authorization;
- iii. attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing" the App;
- iv. sending unsolicited e-mail, including promotions and/or advertising of products or services; or
- v. forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability.

We may investigate occurrences that may involve violations of the security of the App or of the law and we may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

We may change the App or delete content or features in any way, at any time and for any reason or no reason.

8. PRIVACY NOTICE

We are committed to protecting your privacy and security and we have explained in detail the steps we take to do so in the Privacy Notice, a copy of which you should review by clicking [here](#).

9. TRANSACTIONS

Donation options on the App are presented in U.S. dollars for U.S. users only.

You acknowledge and agree there may be unintentional inaccuracies, omissions, or errors regarding donation options, giving campaigns, or other matters and except as provided by law, Vanco will not be liable for these inaccuracies, omissions, or errors. Vanco will attempt to correct such inaccuracies, omissions, or errors when brought to its attention.

You represent and warrant that (i) you are at least eighteen (18) years of age prior to making donations; (ii) you agree to pay all charges and losses incurred in connection with your donations; and (iii) if Vanco does not receive payment from your payment card issuer, you agree to pay all amounts due upon demand. Vanco may reject or cancel a transaction at any time. You must either have an existing account on the App or provide a valid and authorized payment card information and agree that Vanco may charge the payment card at the time of your

transaction. All charges are non-refundable. Vanco reserves the right to change its billing methods at any time, effective immediately upon publication. You agree that Vanco disclaims all damages related to purchase transactions, and Vanco's sole and exclusive liability for any claims related to the products or transactions through the App is the amount you paid for such products. You agree to indemnify, defend, and hold harmless, Vanco and its affiliates from and against any third party claims in connection with your donations made through the App.

10. REFUNDS

Through the App, we process payments for donation transactions directed to religious organizations. To request a refund for any donation, you will need to contact the organization to which you made the donation.

11. VIOLATIONS

Please report any violations of this Terms to compliance@vancopayments.com.

12. DISCLAIMER

YOUR USE OF THIS APP IS AT YOUR OWN RISK. THE INFORMATION, CONTENT, AND MATERIALS ON THE APP ARE PROVIDED "AS IS" AND VANCO MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE APP OR THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, TIMELINESS, OR USEFULNESS THEREOF, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VANCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. VANCO DOES NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE APP OR THE SERVERS THAT MAKE SUCH INFORMATION, CONTENT, AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. VANCO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO ANY THE APP, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY APPS OR SERVICES LINKED TO FROM THE APP IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY, SAFETY OR OTHERWISE.

Without limitation and notwithstanding anything to the contrary herein or on the App, Vanco, its affiliates and their respective agents, administrators and employees shall not be responsible for and shall not be liable to you or to any third parties for any claims, losses, costs, expenses, damages, lost profits, business interruption, loss of programs, or other data on your information handling system or otherwise arising out of or in connection with:

- a. failure to perform, delays, interruptions, communication line or system failures including communication malfunctions that affect the transmission, accuracy or timeliness of information, materials, messages, or instructions between you and Vanco and/or which prevent information, materials, messages or instructions from being transmitted in whole or in part between you and Vanco;
- b. your inability to access, at any time, any part of this App or any content or services provided on it;
- c. interception, loss or disclosure of confidential or sensitive information transmitted over the Internet, including personal information;
- d. lack of suitability, reliability, timeliness or availability of this App or any content or services offered on this App; or
- e. Vanco's failure to take corrective measures.

Your sole and exclusive remedy is to discontinue using and accessing this App.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality of your password(s) and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold Vanco, its affiliates, and their respective officers, directors, employees, contractors, consultants, licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers,

directors, owners, employees, agents, representatives and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim or threatened claim arising out of (i) your use of or access to the App, or that of any other person to whom you have provided access to your computer system, username, password, or account; (ii) any breach by you of these Terms; (iii) any content or material you upload to the App; or (iv) your violation of any intellectual property rights of Vanco or any third party. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

14. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL VANCO, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, OR AGENTS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM OR RELATE IN ANY WAY TO (i) YOUR USE OF OR RELIANCE ON, OR THE INABILITY TO USE, THE APP OR CONTENT, MATERIALS OR FUNCTIONS THEREON, OR (ii) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE APP OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY VANCO, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, OR AGENTS TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR USD\$100 (WHICHEVER IS LESS) FOR ANY CLAIM RELATED TO OR ARISING FROM THE APP.

MOREOVER, UNDER NO CIRCUMSTANCES VANCO, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, OR AGENTS, OR THEIR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES’ RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THE REASONABLE CONTROL OF US OR OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES’ RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS, AND SUPPLIERS.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER VANCO, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, OR AGENTS, NOR THEIR LICENSORS AND LICENSEES, NOR ANY OF THE FOREGOING ENTITIES’ RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (i) ANY INCOMPATIBILITY BETWEEN THE APP AND ANY WEB APP, SERVICE, SOFTWARE OR HARDWARE OR (ii) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO THE APP IN AN ACCURATE OR TIMELY MANNER.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

15. DISPUTES – MANDATORY BINDING ARBITRATION, WAIVER OF CLASS ACTION.

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF ACCEPTANCE OF THESE TERMS, IF YOU FOLLOW THE PROCEDURES SET FORTH IN THIS SECTION 17. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH US THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

YOU AND VANCO AGREE TO ARBITRATE – RATHER THAN LITIGATE IN COURT – any and all claims or disputes between us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Vanco) that arise out of or in any way relate to these Terms or any services or the products provided by Vanco. Notwithstanding this agreement to arbitrate, you and Vanco may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the claims.

Opt Out. You may opt out of this dispute resolution provision (except for the jury trial waiver set forth below) by notifying Vanco of that intent within 30 days of receipt of this Agreement by sending a letter stating that you are opting out of this dispute resolution provision to Vanco via U.S. mail to Vanco Communications Legal Department, Attn: Compliance, 400 Northridge Road, Suite 1200, Atlanta, GA 30350. Exercising this right, should you choose to do so, will not affect any of the terms of your contract with Vanco, and you may remain a Vanco customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if Vanco modifies this section in the future.

Class Action Waiver. You and Vanco agree that all claims or disputes between you and Vanco will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Vanco brings a claim in small claims court, this class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Vanco may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or Vanco. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 17 will not apply to any claim or dispute between you and Vanco, except for the provisions of Section 20 waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

Arbitrator Authority. The arbitration between you and Vanco will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Vanco agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Vanco. Review of arbitration decisions in the courts is very limited.

Arbitration Procedures. You and Vanco agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Vanco at compliance@vancopayments.com or via U.S. mail to Vanco Communications Legal Department, 400 Northridge Road, Suite 1200, Atlanta, GA 30350. You must also comply with the AAA's rules regarding initiation of arbitration. Vanco will pay all filing fees and costs for commencement of an arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this agreement or applicable law. Vanco will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, Vanco will pay your reasonable attorneys' fees and costs. If you obtain an award from the arbitrator greater than Vanco's last written settlement offer, Vanco will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location.

Jury Trial Waiver. If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and Vanco expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide disputes between you and Vanco if, for any reason, the arbitration agreement is not enforced.

Survival. This dispute resolution provision survives the termination of your contract with Vanco. If you bring a claim against Vanco after termination of your contract that is based in whole or in part on events or omissions that occurred while you were a Vanco customer, this dispute resolution provision shall apply.

16. FEEDBACK

If you send or transmit any communications, comments, questions, suggestions, or related materials to Vanco, whether by letter, email, telephone, or otherwise (collectively, “**Feedback**”), suggesting or recommending changes to the App, any services offered through the App or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Vanco is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Vanco is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

17. WAIVER

Vanco’s failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. These Terms are not assignable, transferable, or sublicensable by you except with Vanco’s prior written consent. Vanco may assign its rights and duties under these Terms at any time without notice to you. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

18. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES

You may not assign or otherwise transfer your obligations or interests under these Terms, in whole or in part. Any attempt to do so shall be void. Vanco may freely assign these Terms. Nothing in these Terms is intend to confer upon you or any third parties any rights, remedies, or benefits not otherwise expressly conferred.

19. COMPLIANCE WITH LAWS; INVESTIGATIONS

We reserve the right to comply with any subpoena, order, or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using the App in violation of the law.

Vanco reserves the right to investigate suspected violations of these Terms. If Vanco believes, in its sole discretion, that a violation of these Terms has occurred, it may warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Vanco will fully cooperate with any law enforcement authorities or court order requesting or directing Vanco to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL CLAIMS YOU MAY HAVE AGAINST AND HOLD HARMLESS VANCO, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, CONSULTANTS, OR AGENTS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING DURING OR AS A RESULT OF ITS INVESTIGATIONS OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER ONE OF THE FOREGOING OR LAW ENFORCEMENT AUTHORITIES.

20. INTELLECTUAL PROPERTY

Vanco Payment Solutions is a trademark of Vanco Payment Solutions, LLC in the United States. Other trademarks, names and logos on this App are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on this App, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Vanco, Copyright © 2016, Vanco. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The App software that is provided to you and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if You are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are

granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

21. GENERAL PROVISIONS

Your use of the App signifies that these Terms are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION AGAINST VANCO ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

These Terms do not create any fiduciary relationships between you and Vanco, service providers, or other companies that assist with providing the products or operating the App. These Terms do not create any relationship of principal and agent, partnership or similar relationship. Where appropriate in context, the conjunctive shall include the disjunctive, any shall include all, the singular shall include the plural, and vice versa. Section headings in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided in these Terms, the terms and covenants contained in these Terms which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of these Terms will so survive and continue in full force and effect until they are satisfied or by their nature expire

All rights not expressly granted to you in these terms are reserved by Vanco. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, patent, trademark, or other intellectual right of Vanco or any other person or entity.

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22. QUESTIONS

If you have any questions or concerns about the Terms, email us at [email us at compliance@vancopayments.com](mailto:compliance@vancopayments.com), call (800) 675-7430, or send your questions or concerns in writing to: Vanco Payments, Attn: Compliance, 400 Northridge Road, Suite 1200, Atlanta, GA 30350.