

Terms of Service

Last updated: March 31, 2026

Overview

These Terms of Service (“Terms of Service”) set forth the terms and conditions of your use of the websites, products and services provided by West Town Payments (also known as Dart360), a division of Dart Bank (“WTP”, “we”, “our” or “us”). The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts these Terms of Service, has access to your account or uses the Services. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

These Terms of Service are entered into by and between WTP and you and are made effective as of the date of your use of this website (the “Site”) or the date of electronic acceptance. These Terms of Service set forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through the Site (individually and collectively, the “Services”).

Please read these Terms of Service carefully as they contain important information regarding your legal rights and remedies. THESE TERMS OF USE CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

The Services are made available only in the United States and may only be accessed or used by you from within the United States.

1. Acceptance of Terms of Service.

a. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service and all other operating rules, policies, and procedures that may be published from time to time on the Site or through the Services by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

b. Your use of and access to the Services is subject to your compliance with applicable laws, rules, regulations, ordinances, codes or orders to which govern or affect the Services or under which a party may exercise rights, including those relating to automated clearing house (ACH) transfers, electronic funds transfer, or privacy and security, and any export laws and regulations of the United States, as any or all of the foregoing may be amended and in effect from time to time, all of which are incorporated herein by this reference. Certain of the Services may also be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference. If you do not agree or are not willing to be bound by these Terms of Service, you should not seek to obtain or use the Services.

c. If you are using the Services on behalf of a business, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms of Service, in which case the terms “you”, “your”, “User” or “customer” shall refer to such corporate entity.

2. Eligibility.

The Site and the Services are available only to individuals or entities (“Users”) who can form legally binding contracts under applicable law. By using the Site or the Services, you represent and warrant that you are (i) at least 18 years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction. We may, in our sole discretion, refuse to offer the Services to any User and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules, and regulations applicable to you, and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. By creating an Account (as defined below), you represent and warrant that you will not use the Services in connection with business or business activities associated with any illegal activities or goods. We reserve the right to verify all Users of the Services, regardless of whether or not you sign up for an Account directly with us, or at all. Merchant, and its signing individual(s), authorize ISO and Bank to make business and personal credit inquiries from time to time.

3. Registration.

In order to access some of the features of the Site or use some of the Services, you will have to create an account (an “Account”). You represent and warrant to WTP that all information you submit when you create your Account is accurate, current and complete and that you will keep your Account information accurate, current and complete. If WTP has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, WTP reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether or not authorized by you, and for keeping your Account information secure, including without limitation your customer number/login and password. You may never use another person’s user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security, or unauthorized use of your Account. We will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss WTP or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person. You should never publish, distribute, or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

4. Network Rules.

By using the Services and accepting payments from certain networks, such as Visa, MasterCard, American Express, or Discover (each an example of a “Network”), you agree to also comply with those Networks’ bylaws, rules, and regulations (“Network Rules”). Please carefully read Network Rules to ensure that you comply. Networks may change their applicable Network Rules from time

to time, and it is your responsibility to review Network Rules frequently. Further, if you are a merchant, in order to use the Services, you must enter into a merchant agreement with us (“Merchant Agreement”), and you represent and warrant that you will only use the Services in a manner that is permitted by such Merchant Agreement.

5. Use License.

a. Subject to your compliance with these Terms of Service and in consideration of the fees paid and payable by you for use of the Services, we grant you a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to access and use the Services in accordance with the terms of these Terms of Service and during the term in which these Terms of Service remain in effect. The Services are licensed and not sold. We reserve all rights not expressly granted to you in these Terms of Service.

b. You agree to ensure that only your employees, contractors, agents or other parties working on your behalf (“Authorized User”) will use the Services and that such Authorized Users are notified of the terms and conditions of these Terms of Service prior to using the Services. You will also ensure that all use of the Services by such Authorized Users is in accordance with the terms of these Terms of Service.

c. The license for the Services is conditioned upon payment of any applicable fees due hereunder.

d. If you use the Services to sell goods or services at your merchant business and use a payment system other than credit or debit card, then your use of the Services may be dependent on additional terms and conditions.

6. Content.

a. Your Content.

In connection with your Account and your use of the Services, you may be able to upload, post, publish, share, store, or manage photos, logos and other materials or information (“User Content”). You agree that you will not upload, post, publish, share, store, or manage any User Content unless you have created that content yourself or you have permission from the content owner to do so. By submitting User Content through your Account or the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, and prepare derivative works of the User Content in connection with the Services and our (and our successors’ and assigns’) businesses, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). For clarity, the foregoing license grants to us and our Users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. By uploading, posting, publishing, sharing, storing, or managing User Content through your Account or the Services, you represent and warrant (i) that you have all necessary rights to distribute User Content through your Account or the Services and to grant such licenses to us, and (ii) User Content does not infringe or violate of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. You shall be solely responsible for any and all

of your User Content or User Content that is submitted through your Account or the Services, and the consequences of, and requirements for, distributing it. You agree to back-up all of your User Content so that you can access and use it when needed. We do not warrant that we back-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

b. Information You Receive From Others.

You may receive information from other Users or third parties in connection with your use of the Services. You are strictly required to keep such information confidential and you may use such information solely in connection with the Services. Unless you have received express consent from the party who provided such information to you, you may not under any circumstances use the information for marketing purposes or disclose or distribute any other User's or third party's information to another third party.

7. User Submission.

In connection with your Account and your use of the Services, you may be able to upload, post, publish, share, store, or manage ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations ("User Submissions"). You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate us to treat your User Submissions as confidential or secret, that we have no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that we may be working on the same or similar content, we may already know of such content from other sources, we may simply wish to develop this (or similar) content on our own, or we may have taken / will take some other action. WTP shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions uploaded, posted, published, shared, stored, or managed to the Site or your Account, and shall be entitled to the unrestricted use and dissemination of any User Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

8. WTP Content.

Except for User Content, the content on the Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("WTP Content"), are owned by or licensed to WTP in perpetuity, and are subject to copyright, trademark, and/or patent protection and other intellectual property rights under applicable laws. WTP Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of WTP.

9. Intellectual Property Ownership.

You acknowledge and agree that WTP, its affiliates and licensors own and shall retain all right, title and interest in and to any and all intellectual property rights related to the Services and WTP Content and in any copy, translation, localization, modification, adaptation or derivative of the

Services or WTP Content, including any improvement or development thereof (“WTP Property”). You shall not take any action that jeopardizes our intellectual property rights (and/or our affiliates’ or licensor’s intellectual property rights) or acquire any rights in such intellectual property rights or proprietary rights in and/or to the WTP Property, except the limited use rights granted under these Terms of Service. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by these Terms of Service. WTP reserves all rights not expressly granted in and to the WTP Property, and these Terms of Service do not transfer ownership of any of these rights.

10. Confidentiality.

a. You acknowledge that the business and technical information you receive from WTP and its third-party partners incorporate confidential and proprietary information (“Confidential Information”) that is valuable to WTP. You agree to treat such Confidential Information as confidential and to take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information, including (i) those taken by you to protect your own confidential information and (ii) those, which we or our authorized representative may reasonably request from time to time. You will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Site or the Services. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

b. You will not disclose, in whole or in part, the Confidential Information to any individual, entity or other person, except to those of your Authorized Users who (i) need access for your authorized use of the Confidential Information and (ii) agree to comply with the use and non-disclosure restrictions applicable to the Confidential Information under these Terms of Service. If requested by us, you shall cause such Authorized Users to execute appropriate confidentiality agreements. You acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to us and our partners, suppliers, and licensors for which damages may be an inadequate remedy. We shall therefore be entitled to seek injunctive or other equitable relief. If an unauthorized use or disclosure occurs, you will immediately notify us and take, at your expense, all steps which may be available to recover the disclosed information and to prevent their subsequent unauthorized use or dissemination.

c. You will have no confidentiality obligation with respect to any portion of the Confidential Information that (i) you independently developed before receiving the Confidential Information under these Terms of Service, (ii) you lawfully obtained from a third party under no confidentiality obligation or (iii) became available to the public other than as a result of any act or omission by you or any of your Authorized Users. Upon termination of the Services or these Terms of Service or at our written request, you will promptly return or destroy all material embodying the Confidential Information.

11. Third Party Service Providers.

a. Certain of the Services may be provided by us or our third party service providers. By using the Services and/or signing up for an Account, you authorize us to review any information you submit and to share information about you and your Account with our third party service providers in accordance with our [Privacy Policy](#). You further authorize these service providers to collect, process, and use such information in accordance with their respective terms and privacy policies.

b. Certain features offered through the Services are powered by Jaris, Inc. (“Jaris”), including business financing applications and servicing, instant payout or accelerated settlement features, settlement management, and risk monitoring. When you access these features, you will be required to review and accept [Jaris’s Terms of Service](#) and [Privacy Policy](#).

c. Jaris may collect and process information about your business, payment processing activity, settlement flows, linked bank accounts, and transaction history in order to provide Jaris services, pursuant to Jaris’ agreements with WTP and, where applicable, directly with you. For bank partner products, Jaris processes information on behalf of the applicable bank partner in accordance with the bank’s privacy notice and applicable law.

d. To provide the Services, we and our service providers (including Jaris) may monitor and analyze payment processing activity, settlement flows, and linked bank account activity and conduct automated scanning, crawling, or monitoring of your website on an ongoing basis for fraud prevention, risk management, compliance, servicing, and service improvement purposes. This authorization continues for as long as you use the Services and, where applicable, after termination to the extent necessary to complete servicing, payment reconciliation, or regulatory obligations.

12. General Rules of Conduct.

a. Your use of the Site and the Services, including any User Content you submit, will comply with these Terms of Service and all applicable local, state, national and international laws, rules and regulations. You may use the Services only for your internal business purposes.

b. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any User Content on or through the Service that:

i. infringes on the intellectual property rights of any person or entity;

ii. violates the privacy or publicity rights of any person or entity, or breaches any duty of confidentiality that you owe to any person or entity;

iii. you know is false, misleading, untruthful or inaccurate;

iv. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or is otherwise inappropriate (as determined by us in our sole discretion);

v. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”);

vi. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

vii. impersonates any person or entity, including any of our employees or representatives;
or

viii. includes anyone's identification documents or sensitive financial information.

c. If we believe that any transaction you submit is in violation of these Terms of Service, any other agreement we have with you, or any applicable law, rule, or regulation, as decided in our sole discretion, we may choose not to authorize or settle such transaction. We may also decide not to authorize or settle a transaction if we believe that it exposes you, us, other Users, or our service providers and/or business partners to any harm, including but not limited to fraud and other criminal acts.

d. You acknowledge and agree that you will not:

i. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure;

ii. interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;

iii. bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services);

iv. run any form of auto-responder or "spam" on the Services;

v. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site or Services;

vi. harvest or scrape any content or data from the Services;

vii. permit any third party to use and benefit from the Service via a rental, lease, timesharing, service bureau or other arrangement;

viii. transfer any rights granted to you under these Terms of Service;

ix. perform any false, abusive or fraudulent activity; or

x. otherwise take any action in violation of our guidelines and policies.

e. You further acknowledge and agree that you will not (directly or indirectly):

i. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction;

- ii. modify, translate, or otherwise create derivative works of any part of the Services; or
 - iii. copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.
- f. You shall notify us as soon as you are aware of any unauthorized use of the Services by any person.
- g. You are aware that we may from time-to-time call you about your Account, and that, for the purposes of any and all such call(s), you may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of whether we ask you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which we are a party. Further, by providing your mobile number, you consent to receive marketing SMS messages or marketing telephone calls from or on behalf of WTP that may be sent by an automatic telephone dialing system. You understand that providing consent is not a condition of purchasing any good or service from us. Message and data rates may apply.
- h. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:
- i. satisfy any applicable law, regulation, legal process or governmental request;
 - ii. enforce these Terms of Service, including investigation of potential violations hereof;
 - iii. detect, prevent, or otherwise address fraud, security or technical issues;
 - iv. respond to User support requests; or
 - v. protect the rights, property or safety of us, our Users and the public.

13. Availability of Site and Services.

Subject to these Terms of Service and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide the Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time the Site and/or the Services may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of the Site or the Services on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

14. Suspension/Termination.

Without limiting any of the rights set forth elsewhere in these Terms of Service, we expressly reserve the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by us in our sole discretion), including but not limited to the following deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services at any time and for any reason, with or without notice, effective immediately, including but not limited to the following: (i) to correct mistakes made by us in offering or delivering any Services, (ii) to assist with our fraud and abuse detection and prevention efforts, (iii) if we determine, in our sole discretion, that the User engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services or is otherwise in breach of these Terms of Service, (iv) to comply with court orders against you and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of WTP, its officers, directors, employees and agents, as well as WTP's affiliates, including, but not limited to, instances where you have sued or threatened to sue WTP. We or our service providers (including Jaris) may also limit, suspend, or terminate access to the Services, or place holds on settlements or funds, where necessary to address fraud, risk, legal or regulatory requirements, or violations of applicable terms or where required by a bank partner, payment network, or regulatory authority.

If you wish to terminate your Account, you may do so by following the instructions available through the Services. Upon termination of your Account, these Terms of Service, or if you violate any term or condition of these Terms of Service, you must immediately stop using the Services. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

15. Discontinued Services.

We reserve the right to cease offering or providing any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services, at any time, for any or no reason, and without prior notice. Although we make great effort to maximize the lifespan of all our Services and features, functionalities, or aspects of the Services, there are times when a Service or specific feature, functionality, or aspect of a Service that we offer will be discontinued. If that is the case, those Services, or the specific feature, functionality, or aspect of that Service, will no longer be supported by us. We will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services we may offer, provide or facilitate access to.

16. No Financial Advice.

The Services are not intended to provide financial advice. Much of the information provided is dependent upon end user data, which may be inaccurate or not up-to-date. Any information provided is for general informational purposes only. WTP cannot and does not guarantee the accuracy, completeness, timeliness or reliability of, or otherwise endorse, any information provided on or through the Services.

17. Bank Partner Services.

a. Business financing products are originated by a third-party bank partner and are subject to separate agreements between you and that bank. Jaris acts as a technology provider and servicer in connection with these products and does not act as a lender.

b. If you receive financing through the Services, you authorize us, Jaris, and the applicable bank partner to deduct loan payments from settlement proceeds, initiate ACH debits from linked bank accounts as authorized in your loan agreement, and share payment and account status information as necessary for servicing.

18. Other Services Features.

a. Instant Payout. Instant Payout is an accelerated settlement feature that provides earlier access to settlement proceeds. Instant Payout is not a loan, does not create a debt obligation, and does not involve credit underwriting. If you use Instant Payout features, you authorize us, Jaris, and applicable financial partners to recoup instant payout amounts and fees from settlement proceeds, initiate ACH debits from linked bank accounts if settlement-based recoupment is insufficient, and share transaction and settlement information necessary to provide the service.

b. Managed Settlements. Settlement services may be provided through accounts established and controlled by a bank partner. You authorize the bank partner and its service providers (including Jaris) to receive, hold, route, and disburse settlement funds on your behalf and to apply amounts owed against settlement proceeds before disbursement, subject to applicable agreements and law.

19. Illegal or Unauthorized Use.

The Services are only intended for legal use in compliance with these Terms of Service. If we reasonably suspect that your Account has been used for any illegal or unauthorized purpose or your Account activity shows signs of fraud, abuse or suspicious activity, we may cancel any service associated with your name, email address or Account and share information about you, your Account, and any of your transactions with law enforcement, and you hereby give us express authorization to do so. If we, in our sole discretion, determine that any conducted activity is fraudulent, we reserve the right to take any necessary legal action and you may be liable for monetary losses to us including litigation costs and damages. To contest cancellation of Services or freezing or closure of your Account, please email us at _____.

20. Third Party Services.

The Services may permit you to link to other websites, services, or resources on the Internet, and other websites, services, or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. By using the Site and the Services, you expressly release us from any and all liability arising from your use of or reliance on any on any such third party website or resource.

21. Fees and Payments.

You agree to pay us for all amounts due for Services at the prices then in effect for such Services. You will remain responsible for any amounts you fail to pay in connection with your use of the Services, including collection costs and attorneys' fees. You are solely responsible for determining the amount of, collecting, withholding, reporting, and remitting any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with your use of our Services ("Taxes"). We specifically disclaim any liability for Taxes and will not calculate, collect, apply, report or remit any Taxes on your behalf or in connection with any transaction.

22. Security.

We use technical and procedural measures to secure your personal information and User Content from accidental loss and unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that these measures will always be effective. Additionally, we also cannot guarantee the security of other Users' applications. You acknowledge that you provide your personal information at your own risk. Furthermore, you represent and warrant that you will use best available security measures in accordance with the highest industry standards in your use and access of the Services. We reserve the right to terminate a User without notice if we suspect that they are at risk of a security breach.

23. Service Updates.

The Services may need updating from time to time. These updates may temporarily disrupt use of the Services and are designed to improve, enhance, and further develop the Services. Such updates may take the form of bug fixes, enhanced functions, new Service offerings, and updated Services. You agree to receive such updates as part of your use of the Services. Such updates shall be subject to the terms and conditions of these Terms of Service.

24. Representations and Warranties.

a. You represent, warrant and undertake that:

i. you are a natural person or a legal entity duly organized, validly existing and as applicable in good standing under the laws of jurisdiction of your presence or incorporation;

ii. you are properly registered to do business in all jurisdictions in which you carry on business;

iii. you have the power, authority and legal right to enter into and perform these Terms of Service and to carry out the transactions and its obligations contemplated hereunder;

iv. you own all right, title and interest, or possess sufficient license rights, in and to any respective User Content as may be necessary to permit the use contemplated under these Terms of Service;

v. all of the information disclosed to us or our partners, suppliers, or licensors in connection with these Terms of Service is materially true, accurate and complete;

vi. any transaction submitted by you represents a bonafide transaction made by you and accurately describes the goods and/or services sold and delivered to a Customer;

vii. you will fulfill all of your obligations to each Customer;

viii. you will resolve any disputes or complaints directly with the party with whom you transact;

ix. no transaction submitted by you through the Services will represent a sale to any principal, partner, proprietor or owner of your entity, except as made in the ordinary course of business, or will be made with any of your own credit, debit or other payment cards (except as reasonably needed to test the Services);

x. all use of the Services by you will comply with these Terms of Service and all applicable laws, rules, and regulations, including Network Rules;

xi. there is no litigation, proceeding or investigation of any nature pending or threatened against or affecting you, which would reasonably be expected to have a material adverse effect on your ability to perform your obligations under these Terms of Service; and

xii. you will promptly inform us of any action or event of which you become aware that has the effect of making materially inaccurate, any of your representations or warranties.

b. Each party represents and warrants that:

i. these Terms of Service shall constitute valid and binding obligations on such party, enforceable in accordance with its terms;

ii. except as otherwise stated in these Terms of Service, no approval or consent of any person or government department or agency is legally or contractually required to be obtained by the party in order to enter into these Terms of Service and perform its obligations; and

iii. neither the execution of these Terms of Service nor its performance will (A) conflict with the certificate of incorporation or by-laws or any other corporate or constitutional document of the party, (B) breach any obligations of the party under any contract to which it is a party, or (C) violate any applicable laws, rules or regulations.

c. We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

i. which Users gain access to the Services;

ii. what content you access via the Services, or how you may interpret or use such content;

or

iii. any disputes between you and any other User.

d. You release us from all liability for you having acquired or not acquired content through the Services. We make no representations concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content contained in or accessed through the Services.

25. Disclaimer of Warranties.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICES SHALL BE AT YOUR OWN RISK AND THAT THE SITE AND THE SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS.” WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR THIRD PARTY SERVICE PROVIDERS OR THROUGH THE SERVICES WILL CREATE A WARRANTY OF ANY KIND, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE ARE NOT A PARTY TO AND WE DO NOT IN ANY WAY MONITOR ANY TRANSACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE SITE OR THE SERVICES.

You shall and hereby do waive California Civil Code Section 1542 or any other similar law of any jurisdiction, which says in substance: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

26. Third Party Products and Services

WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO THIRD PARTY PRODUCTS OR SERVICES. YOUR USE OF THIRD PARTY PRODUCTS AND SERVICES IS AT YOUR OWN RISK. WE ASSUME NO RESPONSIBILITY AND EXPRESSLY DISCLAIM ANY LIABILITY FOR CLAIMS OF LOSS

AND/OR FRAUD INCURRED RESULTING FROM THE USE OF OR CONCLUSIONS DRAWN FROM ANY THIRD PARTY PRODUCT OR SERVICE.

27. Indemnification.

You agree to defend, indemnify, and hold harmless WTP, its affiliates and each of their respective officers, directors, employees, agents and third party service providers (“Indemnified Parties”) from and against all damages, liabilities, claims, demands, losses, costs and expenses of every kind and nature (including without limitation reasonable attorneys’ fees), imposed upon or incurred by the Indemnified Parties directly or indirectly arising from or relating to (a) your or your end users’ use or misuse of, or access to, the Services, the Site or otherwise from your User Content, (b) violation of these Terms of Service, the policies or agreements which are incorporated herein, or any applicable law, rule or regulation, (c) infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity, (d) any other party’s access and use of your Account or the Services with your unique login and password, or (e) our use of a Customer’s mobile number that has been provided by you to send transaction notifications and other details. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. The indemnification obligations under this Section shall survive any termination or expiration of these Terms of Service or your use of the Site or the Services.

28. Limitation of Liability.

IN NO EVENT SHALL WTP, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR THIRD PARTY SERVICEPROVIDERS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OF USE (INCLUDING IN RELATION TO ANY SUPPORT, TRAINING, OR MAINTENANCE OR ANY ENHANCEMENTS, UPGRADES, FIXES, OR REPLACEMENTS), FOR (A) DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, (C) LOSS, ERRORS, INACCURACY, INCOMPLETENESS, DISCLOSURE OR CORRUPTION OF THE SERVICES, INCLUDING WITHOUT LIMITATION DATA OR FUNDS CONTAINED IN, DISPENSED BY OR ASSOCIATED WITH ANY WTP PRODUCTS OR SERVICES, (D) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION, INCLUDING PERSONAL INFORMATION, STORED THEREIN, (E) INTERRUPTION OF USE OF THE SYSTEMS OR SERVICES, INCLUDING DURING TRANSACTION PROCESSING, (F) LOSS OF PROCESSOR COVERAGE, LOSS OF PROCESSOR SUPPORT OR PROCESSOR UPTIME, (G) COSTS OR EXPENSES RELATED TO OR ARISING FROM DUPLICATE TRANSACTIONS, (H) CONTRIBUTION OR SET-OFF IN RESPECT OF ANY CLAIMS AGAINST RESELLER, (I) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION); OR (J) ANY MATTER BEYOND WTP’S REASONABLE CONTROL, WHETHER BASED ON ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT WTP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL

APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL WTP'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE SITE OR THE SERVICES.

29. U.S. Export Laws.

The Services are controlled and operated from facilities in the United States. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals located in the United States. We make no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations, if and to the extent those local laws are applicable and do not conflict with U.S. export laws. If such laws conflict with U.S. export laws, you shall not access the Site or the Services. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. By using the Site and the Services, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. export laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). The obligations under this Section shall survive any termination or expiration of these Terms of Service or your use of the Site or the Services.

30. Governing Law and Jurisdiction.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to its conflicts of law rules, and the United States of America. WTP and you agree that any controversy excluded from the Agreement to Arbitrate and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the state and Federal courts of Ingham County, Michigan, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.

Agreement to Arbitrate

IMPORTANT – PLEASE REVIEW THIS SECTION CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS.

a. Arbitration. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF USE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL

ARBITRATION IN INGHAM COUNTY, MICHIGAN ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH THE AAA’S COMMERCIAL ARBITRATION RULES (“AAA RULES”) THEN IN EFFECT, EXCEPT AS MODIFIED BY THESE TERMS OF USE TO ARBITRATE, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court’s rules and if within such court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

b. Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and we each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address on record in your Account; you can contact us by email at hello@westtownpayments.com . If after a good faith effort to negotiate for a minimum of thirty (30) days, either you or we feel the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

c. Exceptions to Informal Negotiations and Arbitration. You and we agree that the following disputes are not subject to the above provisions concerning informal negotiations and binding arbitration and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; or (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

d. Prohibitions of Class Actions. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

e. Arbitration Procedures. This Agreement to Arbitrate will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Either you or we can initiate arbitration. The arbitration will be conducted by a single arbitrator. If you and we cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator. In the event the AAA is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration

and Mediation Services (JAMS). The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law, provided that any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service.

f. Severability. With the exception of any of the provisions in the Prohibition of Class Actions section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Prohibition of Class Actions section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms. These arbitration provisions will survive the termination of your relationship with us.

31. Service Modifications.

We reserve the right, in our sole discretion, to change, suspend, or discontinue, temporarily or permanently, the Services (including without limitation, the availability of any feature, database, or content) at any time, with or without notice to you. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. You acknowledge and agree that we are not liable to you or to any third party for any modification, suspension, or discontinuance of any part or all of the Services or any limits or restrictions imposed on the Services.

32. Copyright Dispute Policy.

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of the Designated Agent to Receive Notification of Claimed Infringement (“Designated Agent”) is listed at the end of this policy.

Procedure for Reporting Copyright Infringement:

If you believe that material or content residing on or accessible through our websites, application, or services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- b. Identification of works or materials being infringed;
- c. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;

d. Contact information about the notifier including address, telephone number and, if available, e-mail address;

e. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and

f. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

g. Please contact the Designated Agent to Receive Notification of Claimed Infringement for WTP at:

West Town Payments
Attention: Designated Agent
368 S. Park Street, P.O. Box 40
Mason MI 48854

33. Miscellaneous.

a. Severability. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

b. Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

c. Assignment. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

d. Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

e. Notices. Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing. We may give notice by means of a general notice on the Site, by electronic mail to the email address on record in your Account, by posting in your Account, or by written communication sent by first class mail to the address of record in your Account. Such notice shall be deemed given immediately upon posting to the Site or to your Account, six (6) hours after sending by electronic mail, or forty-eight (48) hours after sending by first class mail. Except as provided herein, you may give notice to us by delivery by nationally recognized overnight delivery service or first class mail to WTP at the address listed below under “For More Information.” Such notice shall be deemed given when received by us.

f. No Waiver. Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized.

g. Headings. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

h. Third Party Beneficiaries. You and we acknowledge and agree that each of the Indemnified Parties and their successors and assigns are intended third-party beneficiaries of these Terms of Service and that, upon your acceptance of these Terms of Service, each such Indemnified Party will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you, including but not limited to those terms pertaining to disclaimers, waivers, limitations of liability and indemnification, as a third-party beneficiary thereof. Except as expressly stated herein, including the rights of the Indemnified Parties and that of Apple, there are no other third-party beneficiaries to these Terms of Service.

34. Changes to these Terms of Service.

We reserve the right, in our sole discretion, to change or modify these Terms of Service, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the Site or in your Account, or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We will post the revised Terms of Service on the Site and update the revision date at the top of these Terms of Service (the "Amendment Date"). While we will use commercially reasonable efforts to timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following the Amendment Date constitutes acceptance of these Terms of Service as last revised.

35. Consent to Electronic Communications.

When you use the Services or send us emails, you are communicating with us electronically. We may communicate with you by email or by posting notices on the Site or on your Account or the Services. You consent to receive communications from us electronically, unless and until you withdraw your consent as described below. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You should print a paper copy of these Terms of Service and any communication that is important to you and retain the copy for your records. If you withdraw your consent to receive communications electronically, you may not use the Services.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by applicable laws.

36. Withdrawal of Consent to Electronic Communications.

If you have registered an Account with us and you later decide that you do not want to receive future communications electronically, you must close your Account by contacting hello@westtownpayments.com and stop using the Services. There are no fees to close your Account with us. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal and only after all outstanding transactions have been settled.

37. For More Information.

If you have any questions regarding these Terms of Service, please contact WTP by sending an email to hello@westtownpayments.com , or writing to WTP at: West Town Payments, Attention: President, 368 S. Park Street, P.O. Box 40Mason MI 48854.